



***CASCADES AT GROVELAND
COMMUNITY
DEVELOPMENT DISTRICT***

Agenda Package

***Board of Supervisors
Meeting***

Date & Time:

***Wednesday
April 19, 2023
2:00 P.M.***

Location:

***Magnolia House Sports
Pavilion, located at 100
Falling Acorn Avenue,
Groveland, FL 34746***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.



Cascades at Groveland Community Development District

[X] 250 International Parkway, Suite 208
Lake Mary FL 32746
321-263-0132 Ext. 193

Cascades at Groveland Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Cascades at Groveland Community Development District is scheduled for **Wednesday, April 19, 2023, at 2:00 p.m.** at the **Magnolia House Sports Pavilion, located at 100 Falling Acorn Avenue, Groveland, FL 34746.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X-193 or dmcinnes@dpgmc.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager

cc: Attorney
Engineer
District Records

District: **CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Wednesday, April 19, 2023
Time: 2:00 PM
Location: Magnolia House Sports Pavilion,
100 Falling Acorn Av.,
Groveland, FL 34736

Call-in Number: +1 (929) 205-6099
Meeting ID: 7055714830#

Revised Agenda

- I. Call to Order/Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual for agenda items-Supervisors will respond during agenda item presentation)*
- III. Office of Elected Supervisors & Form 1**
 - A. Consideration & Adoption of **Resolution 2023-04**, Declaring Vacant Seat [Exhibit 1](#)
 - B. Seat 4 –
 - C. Oath of Office [Exhibit 2](#)
 - D. Supervisor Information Sheet [Exhibit 3](#)
 - E. Form 1 [Exhibit 4](#)
 - F. Review Sunshine Law & Supervisor Duties [Exhibit 5](#)
 - G. Consideration & Adoption of **Resolution 2023-05**, Designating Officers [Exhibit 6](#)
- IV. Staff Reports**
 - A. District Engineer
 - B. District Counsel
 - 1. District Dissolving Briefing
 - C. District Manager
- V. Business Administration**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 18, 2023 [Exhibit 7](#)
 - B. Consideration for Acceptance – The March 2023 Unaudited Financial Report [Exhibit 8](#)
 - C. Ratification of Pond 120 Sod Invoice [Exhibit 9](#)
- VI. Business Items**
 - A. Consideration & Adoption of **Resolution 2023-06**, Approving Proposed Budget & Setting Public Hearing [Exhibit 10](#)
 - B. Consideration & Adoption of **Resolution 2023-07**, Designating Records Office [Exhibit 11](#)
 - C. Consideration of Central Florida Engineering Consultants District Engineering Services Proposal [Exhibit 12](#)
 - D. Consideration of EVC Construction Agreement Amendment [Exhibit 13](#)

VI. Business Items – continued

E. Consideration of Contours Landscape Solution Contract Renewal [Exhibit 14](#)

F. **Consideration of Yellowstone Landscape Yearly Contract** [Exhibit 15](#)

G. Consideration of Yellowstone Pond Management Proposal [Exhibit 16](#)

VII. Supervisors Requests

VIII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

IX. Adjournment

EXHIBIT 1

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN A CERTAIN SEAT ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cascades at Groveland Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lake County, Florida; and

WHEREAS, on November 8, 2022, a member for Seat #4 of the Board of Supervisors (the "Board") was to be elected by the Qualified Electors of the District, as defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, no Qualified Elector qualified to run for the Seat #4 for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare such unfilled seat as vacant and appoint a Qualified Elector to the vacant seat; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT:

1. The following seat is hereby declared vacant as of November 22, 2018:
Seat 4 currently held by William Houppermans.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19TH DAY OF APRIL, 2023.

CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

CHAIRMAN / VICE-CHAIRMAN

SECRETARY / ASSISTANT SECRETARY

EXHIBIT 2

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me this ___ day of _____, 2023, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of _____ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

EXHIBIT 3

Cascades at Groveland
A Community Development District

SUPERVISOR INFORMATION SHEET

Please return completed forms to
Vesta Property Services
Records Management
250 International Parkway, Suite 208
Lake Mary, FL 32746
Phone: 321-263-0132, EXT-193
District Manager: David McInnes

1) Name: _____

2) Address: _____

3) County of Residence _____

4) Phone or Cell _____

5) Email Address _____

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting
_____. If you have elected to receive compensation
then please forward the attached payroll forms along with the New Supervisor
Information Sheet.

Payroll Information

1) Date of Birth: _____

2) Drivers License Number: _____

EXHIBIT 4

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2022

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2022.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

EXHIBIT 5

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2023

State of Florida
COMMISSION ON ETHICS

John Grant, *Chair*
Tampa

Glenton “Glen” Gilzean, Jr., *Vice Chair*
Orlando

Michelle Anchors
Fort Walton Beach

William P. Cervone
Gainesville

Don Gaetz
Niceville

William N. “Willie” Meggs
Tallahassee

Ed H. Moore
Tallahassee

Wengay M. Newton, Sr.
St. Petersburg

Jim Waldman
Fort Lauderdale

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

I. HISTORY OF FLORIDA’S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS.....	2
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT	3
1. Solicitation or Acceptance of Gifts	3
2. Unauthorized Compensation	4
3. Misuse of Public Position	4
4. Abuse of Public Position	4
5. Disclosure or Use of Certain Information.....	5
6. Solicitation or Acceptance of Honoraria	5
B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS	6
1. Doing Business With One’s Agency	6
2. Conflicting Employment or Contractual Relationship.....	6
3. Exemptions	6
4. Additional Exemption	8
5. Lobbying State Agencies by Legislators.....	8
6. Additional Lobbying Restrictions for Certain Public Officers and Employees	8
7. Employees Holding Office	9
8. Professional & Occupational Licensing Board Members	9
9. Contractual Services: Prohibited Employment	9
10. Local Government Attorneys	9
11. Dual Public Employment	9
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	10
1. Anti-Nepotism Law	10
2. Additional Restrictions	10
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	11
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers	11
2. Lobbying By Former State Employees.....	11
3. 6-Year Lobbying Ban	12
4. Additional Restrictions on Former State Employees	13
5. Lobbying By Former Local Government Officers and Employees.....	13

E. VOTING CONFLICTS OF INTEREST	14
F. DISCLOSURES	15
1. Form 1 - Limited Financial Disclosure	15
2. Form 1F - Final Form 1.....	19
3. Form 2 - Quarterly Client Disclosure.....	19
4. Form 6 - Full and Public Disclosure	20
5. Form 6F - Final Form 6.....	21
6. Form 9 - Quarterly Gift Disclosure	22
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses.....	22
8. Form 30 - Donor’s Quarterly Gift Disclosure.....	23
9. Forms 1X and 6X – Amendments	24
IV. AVAILABILITY OF FORMS	24
V. PENALTIES.....	25
A. For Violations of the Code of Ethics	25
B. For Violations by Candidates	25
C. For Violations by Former Officers and Employees	25
D. For Lobbyists and Others.....	26
E. Felony Convictions: Forfeiture of Retirement Benefits	26
F. Automatic Penalties for Failure to File Annual Disclosure.....	27
VI. ADVISORY OPINIONS	27
A. Who Can Request an Opinion.....	27
B. How to Request an Opinion.....	27
C. How to Obtain Published Opinions.....	27
VII. COMPLAINTS.....	28
A. Citizen Involvement	28
B. Referrals.....	28
C. Confidentiality.....	28
D. How the Complaint Process Works	29
E. Dismissal of Complaint at Any Stage of Disposition	30
F. Statute of Limitations.....	30
VIII. EXECUTIVE BRANCH LOBBYING	30
IX. WHISTLE-BLOWER’S ACT	31
X. ADDITIONAL INFORMATION	32
XI. TRAINING	32

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- (a) When the business is rotated among all qualified suppliers in a city or county.

- (b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract.
NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- (c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

- (d) When an emergency purchase must be made to protect the public health, safety, or welfare.

- (e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

- (f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

- (g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

- (h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

- (i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues

of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation

Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from www.ethics.state.fl.us, as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

EXHIBIT 6

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Cascades at Groveland Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lake County, Florida; and

WHEREAS, pursuant to the District's Rules of Procedure and Section 190.006(6), *Florida Statutes*, the Board of Supervisors ("**Board**") shall organize by electing one of its members as Chair and by electing a Secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT:

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ Is appointed Chair

_____ Is appointed Vice Chair

David McInnes _____ Is appointed Secretary

Jacquelyn Leger _____ Is appointed Assistant Secretary

_____ Is appointed Assistant Secretary

_____ Is appointed Assistant Secretary

_____ Is appointed Assistant Secretary

Johanna Lee _____ Is appointed Treasurer

Bridgett Alexander _____ Is appointed Assistant Treasurer

2. **CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of April, 2023

Attest:

**CASCADES AT GROVELAND COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT 7

39 C. District Manager

40 Mr. McInnes had nothing further to report.

41 **FIFTH ORDER OF BUSINESS – Consent Agenda**

42 A. Exhibit 5: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
43 Held October 19, 2022

44 D. Exhibit 8: Ratification Of EVC Construction Co. Contract

45 On a MOTION by Mr. Pekarek, SECONDED by Mr. Houppermans, WITH ALL IN FAVOR, the Board
46 approved the Consent Agenda items Exhibit 5 and Exhibit 8, for the Cascades at Groveland Community
47 Development District.

48 B. Exhibit 6: Consideration for Acceptance – The November 2022 Unaudited Financial Report
49 Mr. Pekarek noted that \$1,032.00 for the Oak tree pruning paid to Jim Hays should come from the
50 Reserve Fund and not the General Fund.

51 On a MOTION by Mr. Pekarek, SECONDED by Mr. Martin, WITH ALL IN FAVOR, the Board accepted
52 the November 2022 Unaudited Financial Report, as amended, for the Cascades at Groveland Community
53 Development District.

54 C. Exhibit 7: Consideration For Acceptance – The December 2022 Unaudited Financial Report
55 Mr. Pekarek noted that \$670.00 for one-time mowing of the pond paid to Contours Landscaping
56 and \$7,000.00 paid to EVC Construction should come from the Reserve Fund and not the General
57 Fund.

58 On a MOTION by Mr. Pekarek, SECONDED by Mr. Houppermans, WITH ALL IN FAVOR, the Board
59 accepted the December 2022 Unaudited Financial Report, as amended, for the Cascades at Groveland
60 Community Development District.

61 **SIXTH ORDER OF BUSINESS – Business Items**

62 A. Exhibit 9: Presentation & Acceptance of the FY 2021 Annual Audited Financial Statements

63 On a MOTION by Mr. Pekarek, SECONDED by Mr. Houppermans, WITH ALL IN FAVOR, the Board
64 accepted the FY 2021 Annual Audited Financial Statements, for the Cascades at Groveland Community
65 Development District.

66 B. Exhibit 10: Consideration & Approval of Proposed Change to Rules of Procedure
67 An explanation of the proposed changes was given, and discussion ensued.

68 On a MOTION by Mr. Houppermans, SECONDED by Mr. Martin, WITH ALL IN FAVOR, the Board
69 approved the proposed change for public hearing purposes, for the Cascades at Groveland Community
70 Development District.

71 C. Exhibit 11: Consideration & Approval of Work Perform on Drains & Inlet
72 Discussion ensued regarding the work performed as well as the cost.

73 On a MOTION by Mr. Houppermans, SECONDED by Mr. Pekarek, WITH ALL IN FAVOR, the Board
74 approved the work performed on drains & inlet, in the amount of \$7,240.00, for the Cascades at Groveland
75 Community Development District.

76 D. Consideration & Adoption of **Resolution 2023-03**, Removing Howard McGaffney as Assistant
77 Treasurer and Signatory on All Accounts

78 On a MOTION by Mr. Pekarek, SECONDED by Mr. Martin, WITH ALL IN FAVOR, the Board adopted
79 **Resolution 2023-03**, Removing Howard McGaffney as Assistant Treasurer and Signatory on all accounts,
80 for the Cascades at Groveland Community Development District.

81 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

82 Supervisor Houppermans gave an update regarding the District Engineer’s report and
83 recommendations for the District.

84 Discussion ensued regarding surcharges from the pond maintenance contractor.

85 Discussion ensued regarding what is covered by liability insurance and property insurance. DM to
86 find out what is covered under the property insurance portion of the insurance policy.

87 Discussion ensued regarding providing a cashflow spreadsheet to the Board for the Fiscal Year,
88 budget projections to include a balance of \$50,000.00 in the Reserve Fund, and show interest
89 income in the FY 2024 budget.

90 Discussion ensued regarding finding out if insurance covers erosion damage in ponds caused by
91 Hurricane Ian and Hurricane Nicole.

92 **EIGHTH ORDER OF BUSINESS – Audience Comments – New Business – (limited to 3 minutes per
93 individual for non-agenda items)**

94 There being none, the next item followed.

95 **NINTH ORDER OF BUSINESS – Adjournment**

96 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
97 adjourn the meeting. There being none, Mr. Pekarek made a motion to adjourn the meeting.

98 On a MOTION by Mr. Pekarek, SECONDED by Mr. Martin, WITH ALL IN FAVOR, the Board adjourned
99 the meeting at 3:46 p.m. for the Cascades at Groveland Community Development District.

100 **Each person who decides to appeal any decision made by the Board with respect to any matter considered
101 at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,
102 including the testimony and evidence upon which such appeal is to be based.*

103 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
104 meeting held on April 19, 2023.**

105 _____
Signature _____
Signature

Printed Name _____
Printed Name

106 **Title:** Secretary Assistant Secretary **Title:** Chairman Vice Chairman

EXHIBIT 8

Cascades At Groveland Community Development District

Financial Statements
(Unaudited)

Period Ending
March 31, 2023

Cascades At Groveland CDD

Balance Sheet March 31, 2023

	GENERAL FUND	RESERVE FUND	DEBT SERVICE SERIES 2021	CONSOLIDATED TOTAL
1 ASSETS:				
3 CASH - HANCOCK WHITNEY	\$ 76,834	\$ 2,016	\$ -	\$ 78,850
4 INVESTMENTS - FIDELITY	-	-	-	-
5 INVESTMENTS:				
6 REVENUE FUND	-	-	509,432	509,432
7 INTEREST FUNDS	-	-	-	-
8 COI	-	-	-	-
9 SINKING FUNDS	-	-	-	-
10 PREPAYMENT	-	-	3,692	3,692
11 RESERVE	-	-	49,924	49,924
12 ACCOUNTS RECEIVABLE	1,515	-	-	1,515
13 ASSESSMENTS RECEIVABLE	3,219	-	17,413	20,632
14 OTHER ASSESSMENTS RECEIVABLE	-	-	-	-
15 DUE FROM GF	-	-	-	-
16 PREPAID ITEMS	-	-	-	-
17 DEPOSITS	-	-	-	-
18 TOTAL ASSETS	\$ 81,568	\$ 2,016	\$ 580,461	\$ 664,045
19				
20 LIABILITIES:				
22 ACCOUNTS PAYABLE	\$ -	\$ -	\$ -	\$ -
23 DUE TO DEBT SERVICE SERIES 2021	-	-	-	-
24 DUE TO RESERVE	-	-	-	-
25 DEFERRED REVENUE	3,219	-	17,413	20,632
26 ACCRUED EXPENSES	-	-	-	-
27				
28 FUND EQUITY:				
30 RESTRICTED FOR:				
31 DEBT SERVICE	-	-	-	-
32 CAPITAL PROJECTS	-	-	-	-
33 UNASSIGNED:	78,349	2,016	563,048	643,413
34				
35 TOTAL LIABILITIES & FUND EQUITY	\$ 81,568	\$ 2,016	\$ 580,461	\$ 664,045

Bonds outstanding from debt service series 2021: \$2,345,000.00

Total Debt Service Lots On Roll 1057

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

Cascades At Groveland CDD
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through March 31, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENT ON ROLL (NET)	\$ 92,290	\$ 731	\$ 89,071	(3,219)	97%
4 FUND BALANCE FORWARD	7,315	-	-	(7,315)	0%
5 INTEREST REVENUE	-	-	-	-	
6 MISCELLANEOUS REVENUE	-	-	-	-	
7 FUNDS TRANSFER	-	-	-	-	
8 TOTAL REVENUE	99,605	731	89,071	(10,534)	89%
9					
10 EXPENDITURES					
11					
12 ADMINISTRATIVE					
13 BOARD OF SUPERVISORS	-	-	-	-	
14 ADMINISTRATIVE SERVICES	2,400	200	1,200	(1,200)	50%
15 DISTRICT MANAGEMENT	9,805	817	4,902	(4,903)	50%
16 DISTRICT ENGINEER	3,000	-	-	(3,000)	0%
17 DISCLOSURE REPORT	1,200	-	1,200	-	100%
18 TRUSTEE FEES	4,140	-	-	(4,140)	0%
19 ASSESSMENT ROLL					
20 FINANCIAL AND REVENUE COLLECTIONS	6,005	500	3,003	(3,002)	50%
21 ACCOUNTING SERVICES	8,405	700	4,203	(4,202)	50%
22 AUDITING SERVICES	3,600	-	-	(3,600)	0%
23 ARBITRAGE	500	-	-	(500)	0%
24 PUBLIC OFFICIALS LIABILITY INSURANCE	2,531	-	-	(2,531)	0%
25 LEGAL ADVERTISING	1,500	-	246	(1,254)	16%
26 DUES, LICENSES, FEES	175	-	175	-	100%
27 TAX COLLECTOR	50	-	-	(50)	0%
28 WEBSITE HOSTING	2,500	-	(746)	(3,246)	-30%
29 DISTRICT COUNSEL	5,000	693	3,810	(1,190)	76%
30 MISC CHARGES	-	-	204	204	100%
31 TOTAL ADMINISTRATIVE	50,811	2,910	18,196	(32,615)	36%
32					
33 INSURANCE					
34 INSURANCE (Liability)	3,094	-	5,375	2,281	174%
35 TOTAL INSURANCE	3,094	-	5,375	2,281	174%
36					
37 FIELD OPERATIONS					
38 DRY RETENTION POND MAINTENANCE	45,700	3,554	21,348	(24,352)	47%
39 MISCELLANEOUS FIELD EXPENSE			-	-	
40 TOTAL FIELD OPERATIONS	45,700	3,554	21,348	(24,352)	47%
41					
42 TOTAL EXPENDITURES	99,605	6,464	44,920	(54,685)	45%
43					
44 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(5,733)	44,151		
45					
46 FUND BALANCE - BEGINNING			34,198		
47 DECREASE IN FUND BALANCE			-		
48 INCREASE IN RESERVE			-		
49 FUND BALANCE - ENDING			\$ 78,349		

**CASCADES AT GROVELAND CDD
RESERVE**

For the period from October 1, 2022 through March 31, 2023

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)	% OF BUDGET
1 REVENUE					
2 ASSESSMENTS - ON-ROLL (Gross)	\$ -	\$ -	\$ -	\$ -	
3 ASSESSMENTS - ON-ROLL EXCESS FEES	-	-	-	-	
4 FUND BALANCE FORWARD	-	-	-	-	
5 INTEREST - INVESTMENT	-	-	-	-	
6 DISCOUNT	-	-	-	-	
7 TOTAL REVENUE	-	-	-	-	0
8					
9 EXPENDITURES	-	-	32,267	(32,267)	100%
10					
19 TOTAL EXPENDITURES	-	-	32,267	(32,267)	100%
20					
21 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	(32,267)	(32,267)	
22					
23 OTHER FINANCING SOURCES (USES)					
24 TRANSFER IN	-	-	-	-	
25 TRANSFER OUT (USES)	-	-	-	-	
26 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	
27					
28 NET CHANGE IN FUND BALANCE	-	-	(32,267)		
29					
30 FUND BALANCE - BEGINNING			34,283		
31 FUND BALANCE FORWARD FY 2022			-		
32					
33 FUND BALANCE - ENDING	\$ -	\$ -	\$ 2,016		

Cascades At Groveland CDD
Debt Service - Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through March 31, 2023

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)	% OF BUDGET
1 REVENUE					
2 ASSESSMENTS - ON-ROLL (Gross)	\$ 499,240	\$ 3,954	\$ 481,827	\$ 477,873	97%
3 SUPPLEMENTAL DEBT SERVICE ASSESSMENT	-	-	-	-	
4 PREPAYMENT FUND DS	-	3,349	3,349	-	
5 INTEREST - INVESTMENT	-	268	1,367	1,099	100%
6 BOND PROCEEDS	-	-	-	-	
7 TOTAL REVENUE	499,240	7,570	486,543	478,973	97%
8					
9					
10 EXPENDITURES					
11 INTEREST EXPENSE	23,510	-	23,510	-	100%
12 INTEREST EXPENSE	18,950	-	-	-	0%
13 PRINCIPAL EXPENSE	456,000	-	6,000	(6,000)	1%
19 TOTAL EXPENDITURES	498,460	-	29,510	(6,000)	6%
20					
21 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	780	7,570	457,033	472,973	
22					
23 OTHER FINANCING SOURCES (USES)					
24 TRANSFER IN	-	-	-	-	
25 TRANSFER OUT (USES)	-	-	-	-	
26 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	0
27					
28 NET CHANGE IN FUND BALANCE			457,033		
29					
30 FUND BALANCE - BEGINNING			106,015		
31 FUND BALANCE APPROPRIATED			-		
32					
33 FUND BALANCE - ENDING			\$ 563,048		

Cascades At Groveland
Bank Reconciliation (GF)
March 31, 2023

	<u>Bank United</u>
Balance Per Bank Statement	\$ 78,850.16
Plus: Deposits in Transit	
Less: Reserve Fund	-
Less: Outstanding Checks	-
Adjusted Bank Balance	<u><u>\$ 78,850.16</u></u>
Beginning Bank Balance Per Books	\$ 109,486.30
Cash Receipts	4,684.58
Cash Disbursements	(35,320.72)
Balance Per Books	<u><u>\$ 78,850.16</u></u>

**CASCADES AT GROVELAND CDD
CASH REGISTER
FY 2023**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
10/01/2022						32,284.90
10/01/2022	1066	EGIS Insurance & Risk Advisors	Insurance Polcy # 100122248 10/01/22-10/01/23		5,375.00	26,909.90
10/04/2022	100008	InnerSync	Invoice: 20775 (Reference: Website Services.)		384.38	26,525.52
10/05/2022	1068	Jim Hays	Tree Trimming, Grinding of Stumps & Hauling		1,032.00	25,493.52
10/11/2022	100009	Contours Landscape Solution, Inc.	Invoice: 8025 (Reference: OCTOBER Grounds Maintenance Services.)		3,385.93	22,107.59
10/24/2022	100010	DPPFG Mangement & Consulting	Invoice: 403537 (Reference: Annual contracted fees.) Invoice: 403507 (Reference: Monthly Mana...		3,417.92	18,689.67
				0.00	13,595.23	18,689.67
						35,045.14
10/24/2022	100011	Pegasus Engineering, LLC	Invoice: 226241 (Reference: 7/31/22 - 8/27/22.)		762.50	34,282.64
				0.00	762.50	34,282.64
10/31/2022						52,972.31
11/07/2022	100012	Clark & Albaugh, LLP	Invoice: 18117 (Reference: General Matters.)		1,230.00	17,459.67
11/07/2022	100013	Contours Landscape Solution, Inc.	Invoice: 8081 (Reference: November Ground Maintenance Services.)		3,544.15	13,915.52
11/08/2022			Deposit	2,534.21		16,449.73
11/14/2022	100014	DPPFG Mangement & Consulting	Invoice: 404414 (Reference: DPPFG services for 11/2022.)		2,217.92	14,231.81
11/16/2022	100015	DPPFG Mangement & Consulting	Invoice: 404348 (Reference: 10/2022 Agenda Packages.)		140.47	14,091.34
11/21/2022	1069	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	FY 2022/2023 Special District Fee Invoice/Update Form		175.00	13,916.34
11/23/2022			Deposit	46,679.06		60,595.40
				49,213.27	7,307.54	60,595.40
						34,282.64
						34,282.64
11/30/2022						94,878.04
12/07/2022			Deposit	126,368.41		187,995.81
12/13/2022	100016	Clark & Albaugh, LLP	Invoice: 18154 (Reference: General Matters.) Invoice: 18176 (Reference: General Matters.)		120.00	187,875.81
12/13/2022	100017	Contours Landscape Solution, Inc.	Invoice: 8113 (Reference: DECEMBER Grounds Maintenance Services.)		3,544.15	184,331.66
12/13/2022	100018	DPPFG Mangement & Consulting	Invoice: 405572 (Reference: Monthly contracted management fees.)		2,217.92	182,113.74
12/14/2022			Deposit	326,040.11		508,153.85
12/27/2022			Deposit	37,650.87		545,804.72
				490,059.39	5,882.07	545,804.72
						33,250.64
12/06/2022	1070	EVC Construction	Deposit for Pond Structure Repair		7,000.00	26,250.64
12/13/2022	100019	Pegasus Engineering, LLC	Invoice: 226322 (Reference: Engineering Services.)		487.50	25,763.14
12/30/2022	100020	Contours Landscape Solution, Inc.	Invoice: 8132 (Reference: Landscape work, Material & Labor.)		670.00	25,093.14
				0.00	8,157.50	25,093.14
12/31/2022						570,897.86
01/06/2023	100021	InnerSync	Invoice: 21001 (Reference: CDD Website Services.)		384.38	545,420.34
01/12/2023	100022	Contours Landscape Solution, Inc.	Invoice: 8330 (Reference: January Monthly 2023.)		3,660.28	541,760.06
01/12/2023	100023	DPPFG Mangement & Consulting	Invoice: 406413 (Reference: Pass Thru Expenses - December 2022.)		37.04	541,723.02
01/13/2023	100024	DPPFG Mangement & Consulting	Invoice: 406480 (Reference: 1/2023 Monthly contracted management fees.)		2,217.92	539,505.10
01/17/2023			Deposit	13,363.85		552,868.95
01/30/2023			Deposit	1,514.92		554,383.87
01/31/2023	1073	U.S. Bank	To send tax collection funds to trustee		455,133.30	99,250.57
				14,878.77	461,432.92	99,250.57
						25,093.14
01/20/2023	1071	EVC Construction	Scope of Work: Behind 168 Crepe Myrtle		8,000.00	17,093.14
01/24/2023	1072	EVC Construction	Scope of Work: Pond 120 - 3yd gravel apron & Pond 20 - 1yd gravel apron		2,000.00	15,093.14
				0.00	10,000.00	15,093.14
01/31/2023						114,343.71
02/10/2023			Deposit	16,111.21		99,250.57
02/13/2023	100026	Contours Landscape Solution, Inc.	Invoice: 8373 (Reference: February Monthly Services.)		3,660.28	111,701.50
02/21/2023	100027	DPPFG Mangement & Consulting	Invoice: 407584 (Reference: Monthly contracted management fees.)		2,217.92	109,483.58
02/21/2023	100028	Orlando Sentinel	Invoice: 067417898000 (Reference: Classified Listings.)		245.68	109,237.90
02/23/2023	100029	Clark & Albaugh, LLP	Invoice: 18233 (Reference: General Matters.)		1,767.50	107,470.40
				16,111.21	7,891.38	107,470.40
						15,093.14
02/07/2023	100025	Pegasus Engineering, LLC	Invoice: 226392 (Reference: Fiscal Year 2021/2022 District Engineer Services.) Invoice: 22639...		4,819.59	10,273.55
02/23/2023	1074	Cloud 9 Services Group, LLC			7,239.92	3,033.63
02/23/2023	1075	EVC Construction	Scope of Work: Pond 120 - Lay sod around structure		1,000.00	2,033.63
02/24/2023	100030	DPPFG Mangement & Consulting	Invoice: 407514 (Reference: Pass Thru Expenses - January 2023.)		17.73	2,015.90
				0.00	13,077.24	2,015.90
02/28/2023						109,486.30
03/08/2023	100031	Contours Landscape Solution, Inc.	Invoice: 8401 (Reference: Maintenance Contract 2022-2023 March 2023.)		3,553.67	103,916.73
03/08/2023	100032	Clark & Albaugh, LLP	Invoice: 18265 (Reference: General Matters.)		692.50	103,224.23
03/10/2023			Deposit	4,684.58		107,908.81
03/20/2023	100033	DPPFG Mangement & Consulting	Invoice: 408427 (Reference: Monthly contracted management fees.)		2,217.92	105,690.89
03/20/2023	100034	DPPFG Mangement & Consulting	Invoice: 408372 (Reference: Billable Expenses.)		26.55	105,664.34
03/23/2023	1076	U.S. Bank	Tax Collection Distributions DS 2021		28,830.08	76,834.26
				4,684.58	35,320.72	76,834.26
						2,015.90
						2,015.90
03/31/2023						78,850.16

EXHIBIT 9

Invoice

Pond 120 sod

Date:2/20/23

Client: Bill Houppermans, P.M.
Cascade of Groveland CDD
Groveland, FL 34736

Contracted: Eric Von Essen
509 Minnow Creek Court
Winter Garden, FL 34787

Scope of Work: pond 120

1) Lay sod around Structure at pond 120	
2) (6) Water periods at pond 120	\$1,000.00
Total	\$1,000.00

Total Amount Due \$1,000.00

Thank You
Eric Von Essen







EXHIBIT 10

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of The Cascades at Groveland Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 19, 2023

HOUR: 2:00 P.M.

LOCATION: **Magnolia House Sports Pavilion, located at 100 Falling Acorn Avenue, Groveland, FL 34746**

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Groveland at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and it shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF APRIL, 2023.

ATTEST:

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2023/2024 Proposed Annual Budget

CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ADOPTED	FY 2023 ADOPTED	FY 2024 PROPOSED	VARIANCE FY 2023 TO FY 2024
REVENUE				
O&M ASSESSMENT COLLECTION	\$ 92,290	\$ 92,290	\$ 102,921	\$ 10,631
FUND BALANCE FORWARD	4,580	7,315	-	(7,315)
INTEREST	-	-	-	-
MISCELLANEOUS REVENUE	-	-	-	-
TOTAL REVENUE	96,870	99,605	102,921	3,316
EXPENDITURES				
FINANCIAL & ADMINISTRATIVE				
ADMINISTRATIVE SERVICES	3,000	2,400	2,400	-
DISTRICT MANAGEMENT	7,000	9,805	9,805	-
DISTRICT ENGINEER	3,000	3,000	3,000	-
DISCLOSURE REPORT	2,000	1,200	1,200	-
TRUSTEE FEES	4,140	4,140	4,150	10
FINANCIAL & REVENUE COLLECTION & ASSESSMENTS	3,200	6,005	6,005	-
ASSESSMENT ROLL	4,000	-	-	-
ACCOUNTING SERVICES	11,300	8,405	8,405	-
AUDITING SERVICES	3,700	3,600	3,600	-
ARBITRAGE REBATE CALCULATION	500	500	750	250
PUBLIC OFFICIALS LIABILITY INSURANCE	1,700	2,531	6,181	3,650
LEGAL ADVERTISING	1,500	1,500	1,500	-
DUES, LICENSES & FEES	175	175	175	-
TAX COLLECTOR/PROPERTY APPRIASER FEES	50	50	50	-
WEBSITE HOSTING, MAINTENANCE, BACKUP	2,500	2,500	2,500	-
LEGAL COUNSEL				
DISTRICT COUNSEL	5,000	5,000	7,200	2,200
ADMIN SUBTOTAL	52,765	50,811	56,921	6,110
FIELD EXPENDITURES				
STORMWATER CONTROL				
DRY RETENTION POND MAINTENANCE	42,305	45,700	46,000	300
OTHER PHYSICAL ENVIORNMENT				
GENERAL LIABILITY INSURANCE	1,800	3,094	-	(3,094)
FIELD OPERATIONS SUBTOTAL	44,105	48,794	46,000	(2,794)
TOTAL EXPENDITURES	96,870	99,605	102,921	3,316
EXCESS OF REVENUES OVER (UNDER) EXPEND.	-	-	-	-

**CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT
 FISCAL YEAR 2023-2024 PROPOSED BUDGET
 CAPITAL RESERVE FUND (CRF)**

		FY 2024 PROPOSED
1	REVENUES	
2	SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 15,000
3	FUND BALANCE FORWARD	-
4	INTEREST EARNINGS	
5	TOTAL REVENUES	15,000
6		
7	EXPENDITURES	
8	CAPITAL PROJECTS	
9	MISC. RESERVE	-
10	TOTAL EXPENDITURES	-
11		
12	NET CHANGE IN FUND BALANCE	15,000
13		
14	FUND BALANCE	
15	FUND BALANCE - BEGINNING	2,015
16	INCREASE (DECREASE) IN OPERATING RESERVES	15,000
17	FUND BALANCE - ENDING	\$ 17,015

CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023-2024 PROPOSED BUDGET

CONTRACT SUMMARY

	FINANCIAL STATEMENT CATEGORY	ANNUAL AMOUNT	COMMENTS/SCOPE OF SERVICE
1	EXPENDITURES		
2	LEGISLATIVE		
3	SUPERVISOR FEES	-	Supervisors waive compensation
4	FINANCIAL & ADMINISTRATIVE		
5	ADMINISTRATIVE SERVICES	2,400	Per DPFPG Contract dated 6/21/2021
6	DISTRICT MANAGEMENT	9,805	Per DPFPG Contract dated 6/21/2021 + 500 for miscellaneous
7	DISTRICT ENGINEER	3,000	2/24/2023: Per Montje Plank, if hired, his rate is \$175/hr.
8	DESSEMINATION AGENT & DISCLOSURE REPORT	1,200	Per DPFPG Contract dated 6/21/2021
9	TRUSTEE FEES	4,150	3/2: Confirmed by James Audette
10	FINANCIAL & REVENUE COLLECTION & ASSESSMENTS	6,005	Per DPFPG Contract dated 6/21/2021
12	ACCOUNTING SERVICES	8,405	Per DPFPG Contract dated 6/21/2021
13	AUDITING SERVICES	3,600	Contract with DMHB for FY ending 9/30/2023
14	ARBITRAGE REBATE CALCULATION	750	\$650 per contract with LLS Tax Solution, Inc. through 4/22/2023. Assumes increase of \$100 per year.
15	PUBLIC OFFICALS/GENERAL LIABILITY INSURANCE	6,181	Assumes a 15% rate increase over FY 2023 (Combine with line 29)
16	LEGAL ADVERTISING	1,500	
17	DUES, LICENSES & FEES	175	Fee paid to state annually
18	TAX COLLECTOR/PROPERTY APPRIASER FEES	50	
19	WEBSITE HOSTING, MAINTENANCE, BACKUP	2,500	Innersync and Vesta District Services
20	LEGAL COUNSEL		
21	DISTRICT COUNSEL	7,200	Contract with Clark and Albaugh LLP; 2/11/2023: Email from Chair Pekarek on amount
22			
23	ADMIN SUBTOTAL	56,921	
24			
25	FIELD EXPENDITURES		
26	STORMWATER CONTROL		
27	DRY RETENTION POND MAINTENANCE	46,000	Contract with Contours expires on 7/14/2023. Based on proposal submitted 3/11/2023)
28	OTHER PHYSICAL ENVIORNMENT		
29	GENERAL LIABILITY INSURANCE	-	
30			
31	FIELD OPERATIONS SUBTOTAL	46,000	
32			
33	TOTAL EXPENDITURES	102,921	

**CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024 PROPOSED BUDGET
ASSESSMENT ALLOCATION**

TOTAL O&M & CRF BUDGET	\$117,921.00
COLLECTION COSTS	\$2,508.96
EARLY PAYMENT DISCOUNT	\$5,017.91
TOTAL GROSS O&M ASSESSMENT	\$125,447.87

LOT TYPE	UNITS ASSESSED	
	O&M	SERIES 2021 DEBT SERVICE ⁽¹⁾
PLATTED RESIDENTIAL UNIT	1145	1057
	1145	1057

ALLOCATION OF O&M ASSESSMENT		
ERU FACTOR	TOTAL ERU's	TOTAL O&M BUDGET
1.0	1145.0	\$125,447.87
	1145.0	\$125,447.87

ANNUAL ASSESSMENTS PER UNIT		
O&M ⁽²⁾	SERIES 2021 DEBT SERVICE ⁽³⁾	TOTAL ⁽⁴⁾
\$109.56	\$496.37	\$605.94

LESS: Lake County Collection Costs (2%) and Early Payment Discounts (4%): -\$7,526.87
Net Revenue to be Collected **\$117,921.00**

	ANNUAL ASSESSMENTS PER UNIT		
	FY 2023	FY 2024	VARIANCE
OPERATIONS & MAINTENANCE	\$85.75	\$109.56	\$23.81
DEBT SERVICE	\$496.37	\$496.37	\$0.00
TOTAL CDD ASSESSMENT	\$582.12	\$605.94	\$23.81

⁽¹⁾ Reflects the total number of lots with Series 2021 debt outstanding.

⁽²⁾ Reflects O&M assessment per unit approved by the Board of Supervisors.

⁽³⁾ Annual debt service assessments per unit adopted in connection with the Series 2021 refunding bond issuance. Annual Assessments includes principal, interest, Lake County collection costs and early payment discounts.

⁽⁴⁾ Annual assessments that will appear on the November, 2023 Lake County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

**CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024 PROPOSED BUDGET
DEBT SERVICE REQUIREMENTS**

	Series 2021
REVENUES	
SPECIAL ASSESSMENTS (NET)	\$ 499,120
TOTAL REVENUES	499,120
EXPENDITURES	
INTEREST EXPENSE	
5/1/2024	18,890
11/1/2024	14,230
PRINCIPAL EXPENSE	
5/1/2024	466,000
TOTAL EXPENDITURES	499,120
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

NET DEBT SERVICE	\$ 499,120.00
COLLECTION COST & EARLY PMT. DISCOUNT	\$ 31,858.72
GROSS DEBT SERVICE ASSESSMENTS	\$ 530,978.72

**The Cascades at Groveland CDD
Capital Improvement Revenue Refunding Bond Series 2021
Assessment Schedule**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Amount Outstanding
						2,345,000
5/1/2023	456,000	2.000%	23,450	479,450		1,889,000
11/1/2023	-	2.000%	18,890	18,890	498,340	1,889,000
5/1/2024	466,000	2.000%	18,890	484,890		1,423,000
11/1/2024	-	2.000%	14,230	14,230	499,120	1,423,000
5/1/2025	475,000	2.000%	14,230	489,230		948,000
11/1/2025	-	2.000%	9,480	9,480	498,710	948,000
5/1/2026	484,000	2.000%	9,480	493,480		464,000
11/1/2026	-	2.000%	4,640	4,640	498,120	464,000
5/1/2027	464,000	2.000%	4,640	468,640	468,640	-
Total	2,345,000		117,930	2,462,930	2,462,930	

MAXIMUM ANNUAL DEBT SERVICE: \$499,120

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

EXHIBIT 11

RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CASCADES
AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING RECORD OFFICE PURSUANT TO SECTION
190.006(7), FLORIDA STATUTES, AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Cascades at Groveland Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lake County, Florida; and

WHEREAS, section 190.006(7), Florida Statutes, requires that the District shall keep at its office or other regular place of business maintained by its Board of Supervisors in the county or municipality in which the District is located (the "Record Office") a permanent record book entitled "Record of Proceedings of Cascades at Groveland Community Development District" in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts, and that such record book shall at reasonable times be open to inspection in the same manner as state, county, and municipal records pursuant to chapter 119; and

WHEREAS, the Board of Supervisors of the District desires to fully comply with section 190.006(7), Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT:**

1. The office located at Magnolia House, 100 Falling Acorn Avenue, Groveland, FL 34736 is hereby designated to be the District's Record Office.
2. The District's Board of Supervisors shall maintain a permanent record book entitled "Record of Proceedings of Cascades at Groveland Community Development District" (the "Record of Proceedings") in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts.
3. The Record of Proceedings shall be maintained by the District's Record Office.
4. In accordance with section 190.006(7), Florida Statutes, the Record of Proceedings shall at reasonable times be open to inspection in the same manner as state, county, and municipal records pursuant to chapter 119
5. This Resolution shall become effective upon its passage.

[SIGNATURES ON NEXT PAGE]

PASSED AND ADOPTED THIS 19TH DAY OF APRIL, 2023.

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT**

**CHAIR/VICE CHAIR, BOARD OF
SUPERVISORS**

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT 12

CENTRAL FLORIDA ENGINEERING CONSULTANTS, LLC

INFRASTRUCTURE CONSULTANTS

Montje S. Plank, P.E., Managing Member

Mr. Plank has served as **Designer/Project Engineer** for 300 (+) commercial, industrial, and residential projects in Central Florida, continuously since 1984. Full facet **Project and/or Construction Manager** upon Single Family Developments comprised of over 3,000 homes, concept to completion. Heavily Experienced Turn-key Design/Build Management – Singly-Family Developments, Central Florida

Fields of Competence

- **Civil Engineering Design and Project Management**
- **Project and Construction Management**
- **Infrastructure Inspections; Defects Remedial Design; Reconstruction Management**

Work History and Experience

2010 – Present:	Central Florida Engineering Consultants, L.L.C. Managing Member: Civil Engineering Firm
1998 – 2010	Central Florida Land Design Corporation Principal & V.P.: Civil Engineering Design Firm
1986 – 1998	Site Engineering & Planning, Inc. Altamonte Springs, FL Principal & CEO: Civil Engineering Design and Permitting, as well as with precursor full-gamut civil engineering firms
1984 – 1986	Civil Design Group, Inc. Orlando, Florida Staff Engineer
2004 -2008	Development Services Company Maitland, FL Principal & Manager: Single-Family Land Development Management
1997 – 2004	Development Services Corporation Orlando, FL Principal, President & Manager: Land Development Consultants and Construction Management Firm, Central Florida

Professional Licenses

- Professional Engineer, Florida, P.E. #36149
- Real Estate Broker, Florida BK3216627

Professional Affiliations

- Community Association Institute
- Past Member, Orange County Development Advisory Board
- Past Member, National Association of Engineers & Florida Engineering Society
- Past Member, American Arbitration Institute - Construction Industry's Panel of Neutrals for Large, Complex cases
- Past Director, Construction Specification Institute, Orlando Chapter

Education

- BSCE, with Honors, University of Florida, 1974

COMPANY SERVICES (HOA)

Infrastructure Engineering

- Roadway Overlay and Rebuilding
- Stormwater System Remediation
- Erosion Remediation & Control
- Flooding Mitigation and Abatement
- Rebuild Specifications
- Pavement Management Studies

Infrastructure Inspections:

- Turnover Inspections
- Roadway Evaluations
- Compliance Confirmations
- Forensic Assessments

Infrastructure Remediation

- Bid Document Preparation
- Project and Construction Management
- Budgeting and Competitive Bid Management
- AIA Contract Preparation
- Quality & Production Management
- Professional Team Management

ASSOCIATION ENGAGEMENT LOG

2007 through 2020

Community	Municipality	Type	Year(s)	Notes
Alexandria Place	Orange Co.	Infrastructure Inspection	2007 2010 2014	3X
Amberleigh	Winter Garden	Infrastructure Inspection	2013 2017	2X
Andover Lakes	Orange Co.	Wall Defects Assessment	2013	
Arbor Ridge	Apopka	Infrastructure Inspection	2011	
Arden Park South	Ocoee	Turnover Inspection and Study	2018	
Autumn Chase	Seminole Co.	Pond Shore Rehabilitation	2017	
Avalon Lakes	Orange Co.	Infrastructure Inspection Drainage Remediation Repave Eng. & CM	2014 2017 2017	89,200 SY Pavement
Banbury Village	Zellwood Station	Drainage & Erosion	2019	
Barrington Estates	Winter Garden	Repave Consulting	2019	
Bella Forresta	Seminole Co.	Turnover Inspection and Study	2014	
Bella Tuscany	Seminole Co.	Turnover Inspection and Study	2011	
Bella Vista	Seminole Co.	Flooding Abatement	2018	
Bellaria	Orange Co.	Turnover Inspection and Study/ Infrastructure Reconstruction Cons./Rep.	2015 2017	
Bent Tree	Clermont	Stormwater Mgt. Compliance/Cons.	2018	
Black Lake Park	Winter Garden	Turnover Inspection and Study	2008	
Bradford Creek	Winter Garden	Turnover Inspection and Study	2019	
Braemar	Orange Co.	Turnover Inspection and Study	2015	
Brooks Cove	Seminole Co.	Turnover Inspection and Study	2014	
Canopy Oaks	Winter Garden	Turnover Inspection and Study	2020	
Carillon	Oviedo	Pond Berm Rehab	2018	
Carriage Pointe	Winter Garden	Turnover Inspection and Study	2011	
Carter Glen Condominium	Orlando	Turnover Inspection and Study	2015	
Casabella of Windermere	Orange Co.	Turnover Inspection and Study	2019	
Cedarwood Condominium	Seminole Co.	Pavement Sealcoat Management	2016	
Cherrywood Gardens Condominium	Maitland	Pavement Assessment/ Consulting	2016	
Clubside at Sabal Point	Seminole Co.	Flooding Remediation Design	2019	
Copper Chase	Seminole Co.	Infrastructure Inspection	2012	
Country Club Village at Tuscawilla	Seminole Co.	Weep/Flood Remediation Design	2020	

CFEC Services / Association Engagement Log

December 31, 2020

Page 3 of 8

Covington Park	Winter Garden	Turnover Inspection and Study including Funding Study	2015 2020	
Crane's Roost Villas	Altamonte Springs	Retention Wall Assessment Report and Recommendations.	2020	
Cumbrian Lakes Resort	Kissimmee	Infrastructure Inspection Pavement Sealcoat Management Misc. Consulting	2014 2016 2020	
Cypress Reserve	Winter Garden	Funding Study	2016	
Daniels Landing	Winter Garden	Turnover Inspection and Study Infrastructure Study Pond Remediation Cons	2012 2018 2020	
Deer Creek Village Williamsburg	Orlando	Erosion Remediation	2020	
Deer Run Condominium	Seminole Co.	Pavement Rehab Cons./CM	2012	
Deerfield Place	Winter Garden	Infrastructure Study	2014	
Eagle Creek	Orange County	Infrastructure Study	2020	
East Lake Cove	St. Cloud	Pavement Sealcoat Specs	2016	
East Lake Park	Osceola	Turnover Inspection and Study	2015	
Eastwood	Orange Co.	Consulting – walls/court	2016	
Eastwood – The Preserve	Orange Co.	Pavement Rebuild/Overlay	2015	94,000 SY Pavement
Eden Isle	Orange Co.	Stormwater Pipe Assessment/Repair Design	2017	
Eden Point	Seminole Co.	Turnover Inspection and Study	2016	
Emerald Ridge	Winter Garden	Infrastructure Inspection Roads/Walks/Erosion/Storm System Remediation Specs & CM	2018	
Enclave at Moss Park	Orange Co.	Turnover Inspection and Study	2012	
Estates at Sweetwater Golf and Country Club	Seminole Co.	Turnover Inspection and Study	2019	
Estates at Wekiva Park	Seminole Co.	Pond Tracts Inspection	2014	
Estates of Windermere	Orange Co.	Infrastructure Inspection	2008 2011	2X
Etowah	Tavares	Turnover Inspection and Study	2018	
Fairview Vista Condominium	Orlando	Roadway & Storm Pipe/Defects Assessment	2012	
Fontana Estates	Orange Co.	Turnover Inspection and Study	2014	
Fountains at Crystal Creek Condominium	Orange Co.	Turnover Inspection and Study	2010	
Fountains at Rio Pinar	Orange Co.	Infrastructure Inspection	2010	
Fountains Condominium	Orlando	Drainage/Erosion Remediation Design	2016	
Fullers Oaks	Winter Garden	Turnover Inspection and Study including Funding Study	2016 2018	2X



CFEC Services / Association Engagement Log

December 31, 2020

Page 4 of 8

Glynnwood Phs. 1 & 2	Orange Co.	Turnover Inspection and Study Seepage Remediation Eng. & CM	2008 2012	
Govenors Pointe Towns	Seminole Co.	Stormwater System Defects Assessment	2015	
Greenbrook Villas Errol Estates	Apopka	Erosion Remediation Assessment/Specs	2016	
Hammock Pointe	Lake	Turnover Inspection and Study	2014	
Harbor Lakes at Meadow Woods	Orange Co.	Infrastructure Inspection	2012 2015	2X
Havencrest	Orange Co.	Funding Evaluation	2016	
Heritage Commons	Seminole Co.	Turnover Inspection and Study	2011	
Hiawassee Overlook	Orange Co.	Turnover Inspection and Study	2014	
Hickory Cove	Orlando	Flooding Assessment	2018	
Hickory Hammock	Winter Garden	Turnover Inspection and Study including Funding Evaluation, Misc. Consulting, Causeway Retaining Wall Remediation Eng. & CM	2016 2018- 2020	Incl. SJRWMD Permitting Incl. Sheet Piling
Highland Groves	Clermont	Retaining Wall Assessment	2017	
Horizon Oaks	Eustis	Erosion and Drainage Remediation Design	2020	
Howell Creek Reserve	Seminole Co.	Stormwater Pond & Sidewalk Remediation Eng. & CM	2018	
Hunt Cliff Park	Orange Co.	Infrastructure Inspection	2010	
Independence	Orange Co.	Turnover Inspection and Study	2017	Large Community
Island Club	Seminole Co.	Turnover Inspection and Study	2012	
Isles of Lake Hancock	Orange Co.	Turnover Inspection and Study	2018	
Johns Lake Point	Winter Garden	Turnover Inspection and Study including Funding Evaluation	2015	
Kays Landing	Seminole Co.	Infrastructure Inspection Repave Specs & CM	2012 2017 2018	2X Insp. 20,200 SY Pavement
Kensington Park Condominium	Altamonte Springs	Pavement Assessment	2014	
Killaloe by the Lake	Seminole Co.	Drainage System Inspection & Flooding Study	2019	
Killarney Bay Condos	Winter Park	Flooding Abatement Eng. & CM	2018	
Lake Arnold Reserve	Orlando	Turnover Inspection and Study	2011	
Lake Burden Communities	Orange Co.	Turnover Inspection and Study	2016	
Lake Butler Sound	Orange Co.	ERP Permit Consulting Repave Specs And CM	2014 2019	860 LF Curb Replacement 49,600 SY Pavement



CFEC Services / Association Engagement Log

December 31, 2020

Page 5 of 8

Lake Cawood Estates	Orange Co.	Infrastructure Inspection Defects Assessment	2015 2018	
Lake Colony Estates	Maitland	Pavement Maintenance Bidding Consulting	2012	
Lake Cove Pointe	Winter Garden	Turnover Inspection and Study	2014	
Lake Davis Reserve	Orange Co.	Turnover Inspection and Study	2008	
Lake Dora Villas	Mt. Dora	Pavement Management Study	2017	
Lake Faith Condominium	Maitland	Flooding Abatement Design	2016	
Lake Forest	Seminole Co.	Curb Reconstruction & Pavement Overlay Spec. and CM	2019	2400 LF Curb Replace 156,000 SY Pavement
Lake Griffin Estates	Apopka	Flooding Abatement Assessment	2015	
Lake Jessup Woods	Seminole Co.	Drainage System Inspection	2019	
Lake Maitland Terrace	Maitland	Drainage System Expansion and Erosion Remediation Eng. & CM	2018	
Lake Olympic Townhomes	Ocoee	Erosion Remediation Eng. & CM	2014	
Lake Roberts Landing	Winter Garden	Turnover Inspection and Study	2011	
Lakes of Windermere - Peachtree	Orange Co.	Infrastructure Inspection	2011	
Lakeshore Preserve	Orange Co.	Turnover Inspection and Study	2018	
Lakeside Villas Condominium	Orange Co.	Turnover Inspection and Study	2014	
Lancaster at Loch Leven	Mt. Dora	Drainage System Inspection	2012	
Le Parc Oviedo	Oviedo	Turnover Inspection and Study	2015	
Legacy of Leesburg	Lake Co.	Turnover Inspection and Study Infrastructure Remediations Eng. & CM	2009 2009- 2016	1000 Lots
Legacy Park Townhomes	Seminole Co.	Infrastructure Consulting and ROW Vacation	2020	
Lynwood at South Meadow	Orange Co.	Flooding Abatement Eng. & CM	2016 - 2018	3 Locations
Mabel Bridge	Orange Co.	Turnover Inspection and Study	2015	
Maitland Club	Maitland	Drainage Remediation Consulting	2018	
Mandalay	Orange Co.	Turnover Inspection and Study	2016	
Manors of Bryn Mawr Condos	Orlando	Pavement Renovation Specs & CM	2014	
McAllister Landing	Winter Garden	Funding Evaluation	2018	
Merric Landing	Orange Co.	Infrastructure Inspection	2011	



CFEC Services / Association Engagement Log

December 31, 2020

Page 6 of 8

Metro at Michigan Park Condominium	Orlando	Flooding Abatement Pavement Regrade and Stormwater System Rev. Eng. & CM	2020	
Moss Park Reserve	Orange Co.	Turnover Inspection and Study	2007	
Moss Park Ridge	Orange Co.	Turnover Inspection and Study	2007	
Mulberry Hollow	Orange Co.	Infrastructure Inspection	2009	
Nona Terrace	Orange Co.	Turnover Inspection and Study	2013	
Oak Bend	Tavares	Turnover Inspection and Study	2016	
Oak Hammock Preserve	Osceola Co.	Flooding Relief Consulting	2010	
Oak Ridge Phase 2	Apopka	Infrastructure Inspection	2018	
Oakcrest at South Meadow	Orange Co.	Flooding Abatement Eng. & CM	2018	
Oaks of Brandy Lake	Winter Garden	Turnover Inspection and Study	2012	
Oaks of Wekiwa	Apopka	Lakeshore Channel Erosion Eng. & CM	2016	
Oaks of Windermere	Orange Co.	Flooding Relief Consulting	2018	
Oakshire Estates	Orange Co	Infrastructure Inspections Pavement Overlay Eng. & CM	2009 2013 2017	2X 12,900 SY Pavement
Orange Cove	Winter Garden	Stormwater System Inspection	2020	
Orchard	Winter Garden	Pond Berms Erosion Remediation Eng. & CM	2018- 2019	
Osprey Lakes	Seminole Co.	Roadway Subsidence Mitigation – Stormwater Mgmt Rev. Eng. & CM	2018	
Pearl Lake Estates	Seminole Co.	Turnover Inspection and Study	2017	
Pepper Place	Orlando	Turnover Inspection and Study	2011	
Phillips Cove Condominium	Orange Co.	Pavement Assessment	2014	
Phillips Landing	Orange Co.	Curb Reconstruction & Pavement Overlay Spec. and CM	2019- 2020	1900 LF Curb / 49,700 SY Pavement
Pines of Wekiva	Apopka	Flooding Assessment	2015	
Plantation	Leesburg	Pavement Mgmt. Plan Misc. Consulting	2016 2016- 2017	3000 lots+/-
Porter Place	Orange Co.	Pavement Assessment	2015	
Prairie Lake Reserve	Ocoee	Turnover Inspection and Study	2014	
Queens Club	Seminole Co.	Turnover Inspection and Study	2019	
Regency Oaks	Sanford	Flooding Abatement Eng. & CM	2016	
Reserve at Meadow Lake	Ocoee	Flooding and Seepage Abatement Eng. & CM	2017	
Reserve at Phillips Cove	Orange Co.	Turnover Inspection and Study including Funding Evaluation	2017	



CFEC Services / Association Engagement Log

December 31, 2020

Page 7 of 8

Reserve at Tusawilla	Seminole Co.	Flood Mitigation Assessment	2014	
Retreat at Wekiva	Seminole Co.	Offsite Drainage Assessment	2020	
River Oaks at Timber Springs	Orange Co.	Maintenance Cost Consulting	2011	
Rose Bay	Orange Co.	Infrastructure Inspection	2012	
Royal Cypress Preserve	Orange Co.	Turnover Inspection and Study	2016	
Royal Palm Bay	Kissimmee	Flooding and Seepage Abatement Eng. & CM	2020	
Saddlebrook	Deland	Turnover Inspection and Study	2016	
Sand Lake Private Residences	Orange Co.	Pavement Management Plan	2014	
Sand Lake Village Condominium	Orange Co.	Flooding Abatement Eng. & CM	2018	
Sandlewood Creek Condos	Seminole Co.	Erosion Remediation, Drainage Enhancements Wall Replacement	2020	
Siena Gardens	Orange Co.	Turnover Inspection and Study	2013	
Spring Lake Reserve	Ocoee	Turnover Inspection and Study	2016	
Summerlake PD	Orange Co.	Turnover Inspection and Study	2018	Large Community
Terracina at Lake Forest	Seminole Co.	Turnover Inspection and Study	2013	
The Retreat at Twin Lakes	Sanford	Pond Berm & Land Erosion Remediation and Prevention Eng. & CM	2017	Sheet Piling Incl.
The Retreat at Wekiva	Seminole	Drainage & Erosion Control Consulting		
The Springs	Longwood	Drainage Improvements	2012	
Timacuan	Lake Mary	Ponds and Stormwater Structures Restorations Eng. & CM	2016-17	Multiple ponds
Trails of Winter Garden	Winter Garden	Erosion Remediation Specs & CM	2013	
Tucker Oaks Condos	Winter Garden	Turnover Inspection and Study	2014	
Tucker Oaks Villas	Winter Garden	Turnover Inspection and Study	2014	
Twinwaters	Winter Garden	Turnover Inspection and Study including Funding Evaluation	2018	
Ventura Country Club Condominium	Orlando	Drainage & Erosion Control	2015	
Veramonte	Seminole Co.	Turnover Inspection and Study	2012	
Village of Foxwood	Apopka	Drainage & Erosion Control Eng. & CM	2016	
Village Walk at Lake Nona	Orlando	Sinkhole - Roadway/Utility Rehab Eng. & CM	2017	Incl. City of Orlando Permitting
Villages of Wesmere	Ocoee	Turnover Inspection and Study	2015	
Villas at Cypress Springs	Orange Co.	Erosion Remediation Eng. & CM	2020	



CFEC Services / Association Engagement Log

December 31, 2020

Page 8 of 8

Villas at East Park Condos	Orlando	Turnover Inspection and Study	2014	
Villas at Lakeside Apts.	Oviedo	Pavement Maintenance Recommendations	2018	
Walkers Grove	Winter Garden	Turnover Inspection and Study including Funding Evaluation	2015	
Waterford Villas	Orange Co.	Infrastructure Study	2011	
Waters Edge Lake Nona	Orlando	Turnover Inspection and Study Pavement Maintenance Plan	2014 2015	
Waterview Townhomes	Orange Co.	Infrastructure Inspection Pavement Overlay Specs and CM	2011 2015	
Wekiva Cove	Seminole Co.	Drainage Review & Consultation	2013	
Wekiva Glen	Apopka	Creek outfall Rehab Roadway Subsidence Assessment & Rehab Eng. & CM	2017 2019	
Wekiva Preserve	Apopka	Swale & Drainage Erosion Rehab Eng. & CM	2020	
Wekiva Springs Estates	Orange Co.	Turnover Inspection and Study	2011	
Westbrook	Winter Garden	Turnover Inspection and Study	2011	
Westminster Landing	Orange Co.	Curb Reconstruction & Pavement Overlay Spec. and CM	2019	1500 LF Curb Replacement 38,000 SY Pavement
Westwood Condominium	Orange Co.	Pavement Evaluation	2019	
Willows at Lake Rhea	Windermere	Infrastructure Inspection Stormwater System Remediation Eng. & CM	2012 2019 2020	
Willows on the Lake	Ocoee	Pavement Flood Mitigation Engineering Only	2019	
Windermere Crossing	Winter Garden	Erosion & Flume Rehab Engineering Only	2017	
Windermere Grand	Orange Co.	Infrastructure Inspection	2019	
Windermere Pointe	Winter Garden	Stormwater Piping Evaluation Slip-lining Remediations Pavement Overlay & Gutter Mods Eng. & CM	2017 2020	28,500 SY Pavement
Woodland Terrace at Timber Springs	Orange Co.	Maintenance Cost Consulting	2011	
Zellwood Station – Citrus Ridge	Orange Co.	Drainage & Erosion Control Engineering Only	2017	



EXHIBIT 13

Task 2, Construction Services Agreement
Cascades At Groveland, Community Development Distric

The Construction Services Agreement dated November 22, 2021 between Cascades at Groveland Community Development District (CDD) Inc. and Eric Von Essen, EVC Construction Co. is hereby amended on April 19, 2023 to include this Task 2 work order as described on the following pages. EVC Construction is now Von Etcher Builders, LLC and this change is incorporated herein.

Accepted:

The Cascades at Groveland Community Development District

By: _____
Jim Pekarek, CDD Chairman

Date: _____

Von Etcher Builders, LLC

By: _____
Eric Von Essen, Ownere

Date: _____

Cascades at Groveland

Task- 2 Construction Service Agreement

Date: 3/28/23

100' and or 200' French drain system at Outlet structure
D308 in Pond 20

Client: Bill Houppermans Project Manager
Cascade at Groveland CDD Supervisor,
Groveland, FL 34736

Contracted: Eric Von Essen
509 Minnow Creek Court
Winter Garden, FL 34787

Scope of Work:

Install French Drain 8" perforated ADS pipe, 20" X2' (height varies)X100' per plan and profile
Use #4 Washed River rock (#4 recommended) wrapped with 6 OZ Landscape fabric.
Drill 8"-9" concrete core in existing drain collector (per drawings) and seal around connection
Install vent caps as specified in drawings. Outlet structure will be drained down below point of connection prior to coring.

Note:

(CDD responsible for all city costs or permits)

(Grass or any machinery damage will be additional cost)

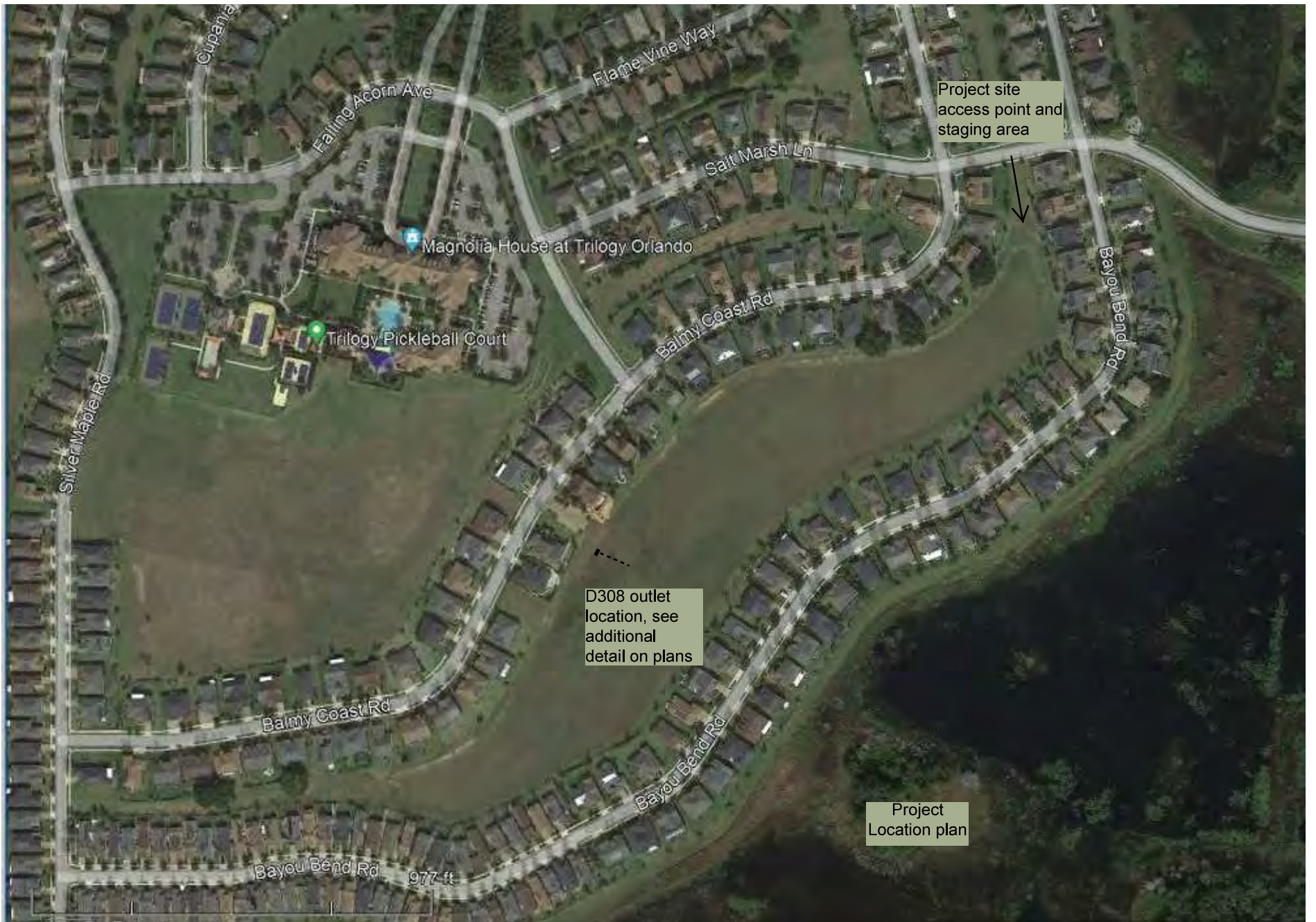
(Spoils will stay at drain location for future use and to regrade over UD per the profile)

Total Price

\$15,967.00

(Please Note: Additional 100 feet of French drain will cost \$14,000.00)

Payment Schedule: \$8,967.00 Due at signing
\$7,000.00 Due at completion of work



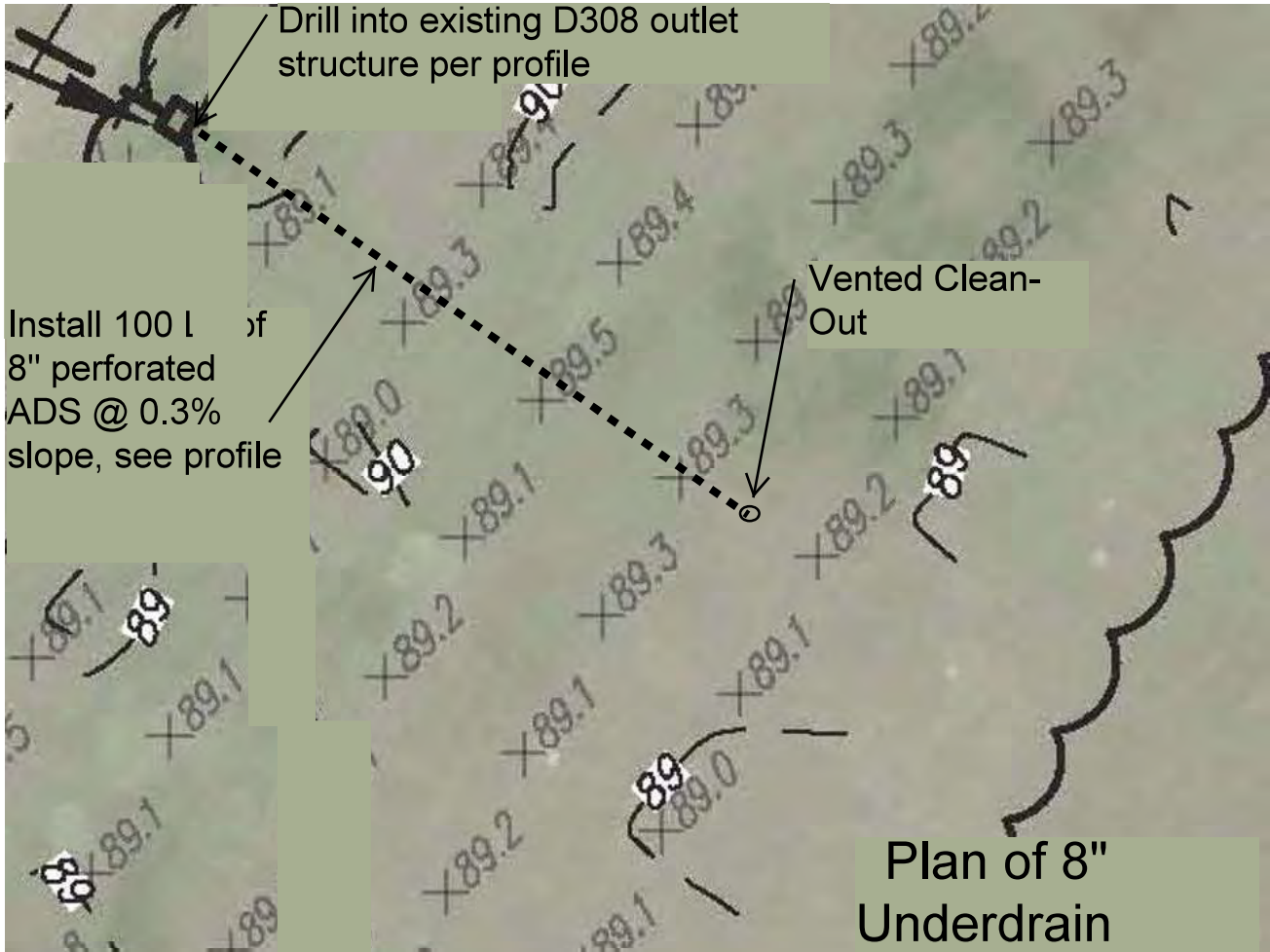
Project site
access point and
staging area



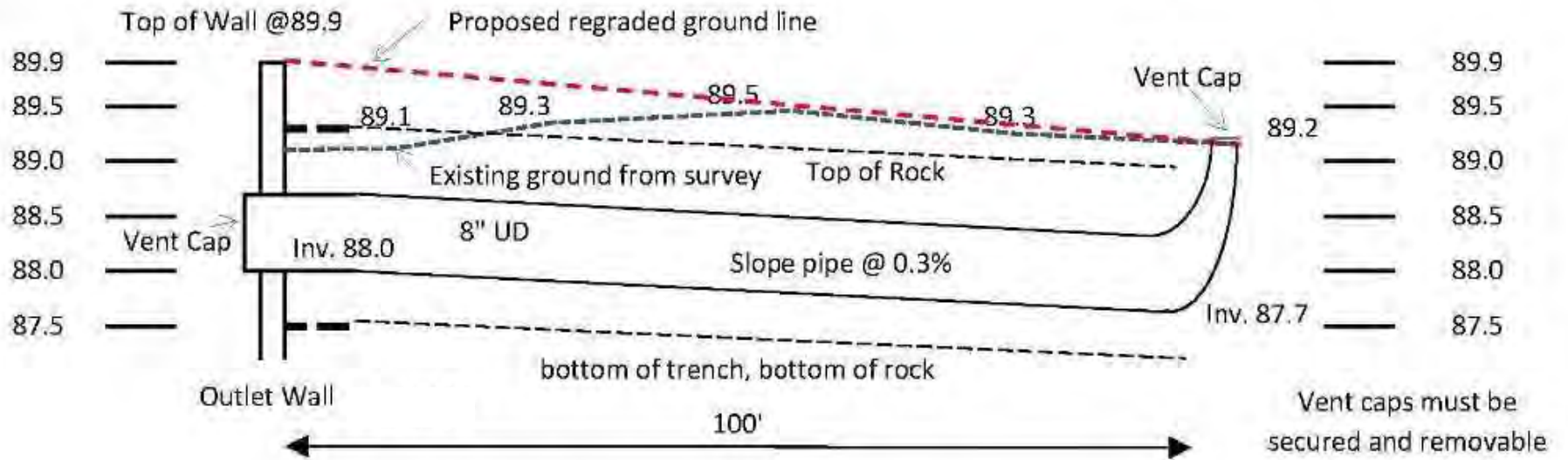
D308 outlet
location, see
additional
detail on plans



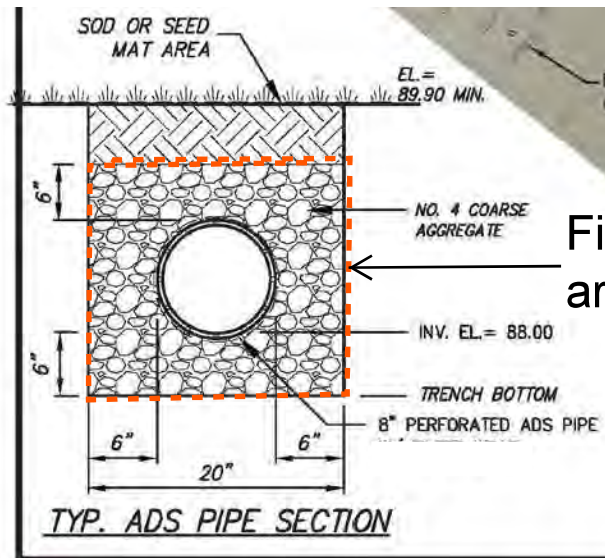
Project
Location plan



Underdrain Pipe Profile



Note: Horizontal and Vertical scales are distorted for clarity



Filter fabric around trench



8" Vent Cap, heavy duty polyolefin grate or equal. Needs to be secured down to withstand an outflow and removable.

All pictures herein taken on
March 13, 2023



Standing about 100 feet away,
there are standing puddles of
water about 75 feet out







Another nearby inlet to the east, there must be dirt almost to the top of the inlet with weeds coming out of the inlet



Typical close-up of the bottom of the pond, not sod but dirt with tufts/clumps of bahia



Pond 20, east end, Previous erosion control pf the outlet structure project looking very good.

EXHIBIT 14



**Maintenance Contract / July 15, 2023 -
July 14, 2024**

Customer: David McInnes | DPF Management & Consulting
250 International Parkway, Suite 208
Lake Mary, FL 32746

Property: Cascades of Groveland CDD
542 Narrowview Lane
Groveland, FL 34736

Proposal #84

Date: 3/11/2023

Fixed Payment Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Turf Mowing Service			
Secondary Mow Services	17	\$2,684.06	\$45,629.02
Annual Maintenance Price			\$45,629.02

Payment Schedule

Schedule	Price	Sales Tax	Total Price
July	\$3,802.42	\$0.00	\$3,802.42
August	\$3,802.42	\$0.00	\$3,802.42
September	\$3,802.42	\$0.00	\$3,802.42
October	\$3,802.42	\$0.00	\$3,802.42
November	\$3,802.42	\$0.00	\$3,802.42
December	\$3,802.42	\$0.00	\$3,802.42
January	\$3,802.42	\$0.00	\$3,802.42
February	\$3,802.42	\$0.00	\$3,802.42
March	\$3,802.42	\$0.00	\$3,802.42
April	\$3,802.41	\$0.00	\$3,802.41
May	\$3,802.42	\$0.00	\$3,802.42
June	\$3,802.41	\$0.00	\$3,802.41
	\$45,629.02	\$0.00	\$45,629.02

By _____
Nathanael White

Date 3/11/2023
Contours Landscape Solution

By _____

Date _____
Cascades of Groveland CDD

EXHIBIT 15



Landscape Maintenance Services Proposal
prepared for

CASCADES CDD

March 10th, 2023



David McInnes
District Manager
DPFG

David McInnes, District Manager
DPFG
Cascades at Groveland
8529 South Park Circle, Suite 330
Orlando, Florida FL 32819

Re: Landscape Maintenance Services Proposal for **Cascades at Groveland CDD**.

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Cascades CDD**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Startup Plan:** This section discusses our transition plan and the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines your scope of work outlined in your request for proposal. We've also included sample irrigation, fert/chem, and manager reports.
- **About Us/References:** This section includes information about our company, project pages of some of our local projects and a list of references. Please feel free to reach out to any of our references.
- **Licenses/Certifications:** This section includes copies of our licenses and certifications. We've also included copies of the irrigation and fert/chem reports.
- **Your Investments:** Pricing for the services we'll provide to your property and a draft of our landscape maintenance agreement.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Michael Wilding / Business Development Manager
Yellowstone Landscape

mwilding@yellowstonelandscape.com
4075169908



April 4, 2023

David McInnes
District Manager
Cascades of Groveland CDD
8529 South Park Circle, Suite 330
Orlando, FL 32819
407.472.2471

Re: Approach to Landscape Maintenance Services for Cascades at Groveland CDD

David,

We thank you for the opportunity to provide a proposal for the landscape maintenance at Cascades at Groveland CDD. We are excited about the possibility of maintaining such a pristine landscape. We understand the scope of work and we are very confident in our abilities to perform the work requested at the highest level.

Our resume of work shows what our teams are capable of in the landscape industry. We understand high demands and expectations by performing work on some of the most highly detailed Resorts, Clubs, and HOA's throughout Florida and the southeast. We work to exceed expectations and we accomplish this by coming up with a personalized plan for each property. We have numerous people within our organization that have experience working with properties like Cascades of Groveland CDD.

Our approach to all mowing functions (mowing, edging, line trimming, and blowing) will vary depending upon species of turf and this will go in accordance to scope of services that was provided to us. Our crew members are certified with each individual mower and all equipment that will be utilized on the job. We do this to ensure the safety of our employees and your members & staff.

Our approach to pruning will be dependent upon the type of plant material. For shrub pruning, we will put in place horticultural practices that will be aesthetically correct and will follow practices that will help the plants grow fully and healthy. Not all shrubs need sheared and some will need rejuvenation pruning. We will work with management and plan what shrubs are sheared and those that will be maintained with hand pruning.

We are quality based and our number of employees may fluctuate due to workload. If more crew members are needed in certain weeks, we will make the adjustments. We will have an experienced chemical applicator assigned to complete the monthly fertilizer and chemical programs. This applicator will also be brought in as needed for any issues that may arise from fungus or insects. There will also be people that will be trained in proper use of post-emergent spraying. This will allow us to stay on top of weed growth. There will be a seasoned crew leader that can communicate with anyone who they may encounter and is trained in proper horticultural techniques.

There will be an Account Manager that oversees the crew and is responsible for walking the site weekly and creating a task list for the crew. Arborists and Pest Managers will also be responsible for walking the site and making notes of any items to address and doing reports for the CDD on any chemical or fertilizer treatments. The Branch Manager will meet bi-weekly with the Account Manager to ensure the project is meeting the standards of quality that both Cascades of Groveland CDD and Yellowstone expect.

We at Yellowstone feel we can be an integral part of the team at Cascades of Groveland CDD that delivers to the high expectations that come with such a pristine property. We are constantly looking for opportunities where a lasting relationship can occur and we know with our team's experience, we can build that relationship by performing quality work and communicating with management on a regular basis.

Thank you again for this chance to provide a proposal for Cascades of Groveland CDD. Please don't hesitate to reach out if you would like to speak with anyone on our team.

Sincerely,

Michael Wilding

Michael Wilding

Business Development Manager

mwilding@yellowstonelandscape.com

407.516.9908

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Identify wet areas between homes and review with team to avoid damage.
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, trimming, cutbacks, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (weeding beds and entrance features and detail work)
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Begin insect and disease diagnosis on all plant material if applicable
- Discuss removing severely declining plant material
- Perform first turf application
- Prepare proposals for replacing missing and dead shrub material throughout property
- Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- Walk property with Property Manager to evaluate improvements
- Continue to monitor and identify wet areas between homes to avoid turf damage.
- Evaluate our “Approach to Services” and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, trimming, blowing and edging
- Continue bed separation in all planting beds
- Retreat turf weeds
- Continue weed control applications in shrub beds throughout property
- Discuss options to improve “curb appeal” in high profile areas

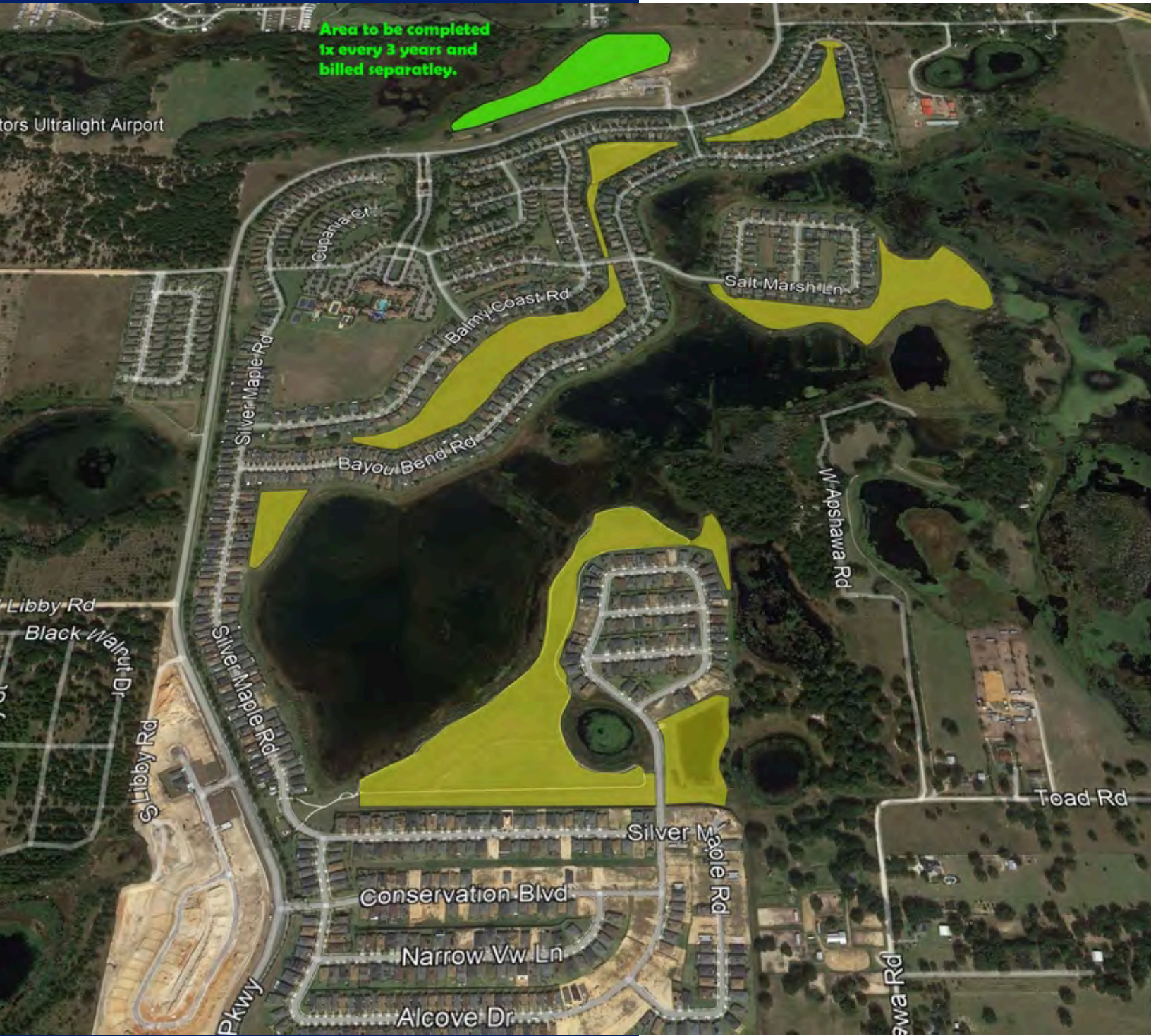


DAYS 60-90

- Walk property with Property Manager to evaluate improvements
- Review wet areas throughout rainy season. Mark areas to avoid and hand trim if needed.
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue weed control applications throughout property
- Continue routine maintenance – mowing, trimming, blowing and edging
- Treat any disease or insect issues diagnosed in plant material and trees



SITE MEASUREMENTS





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

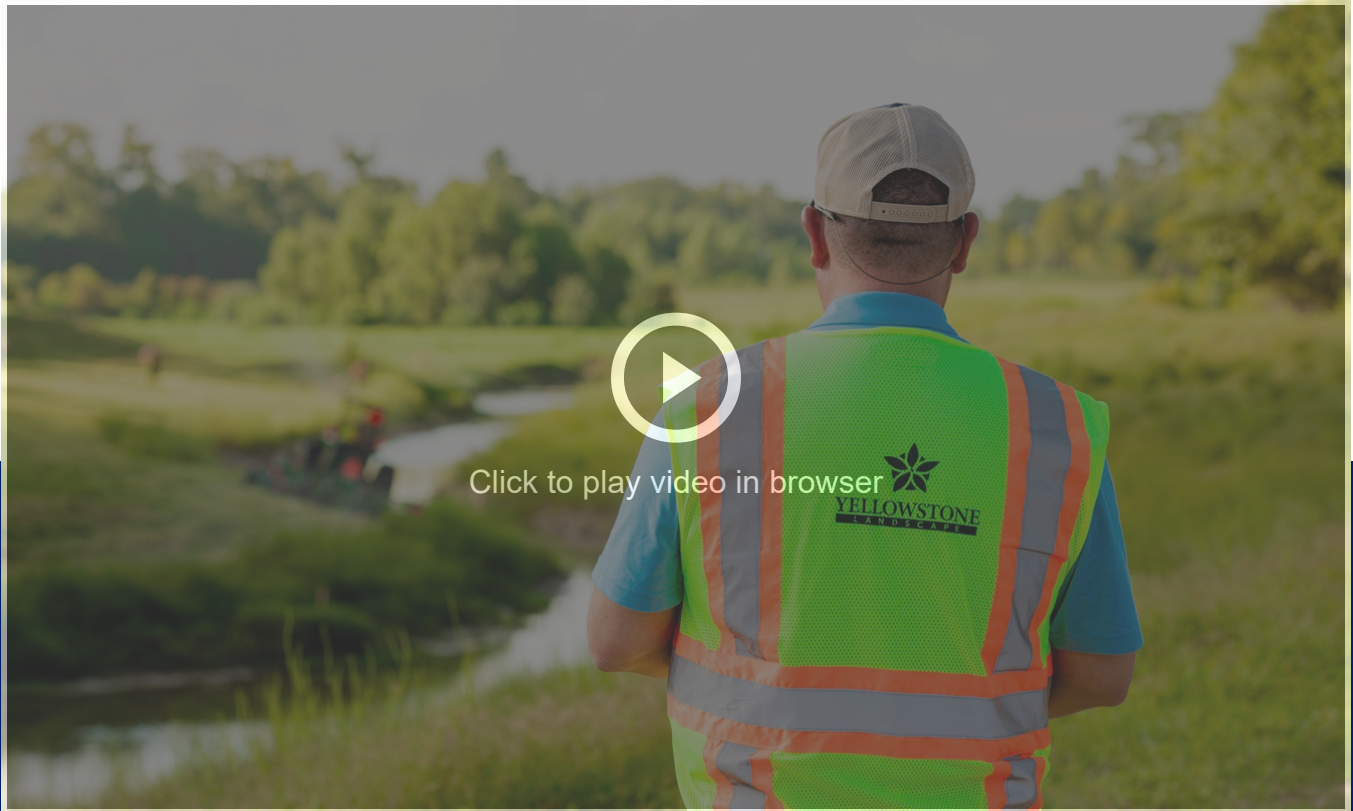




- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

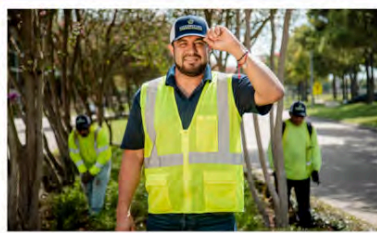
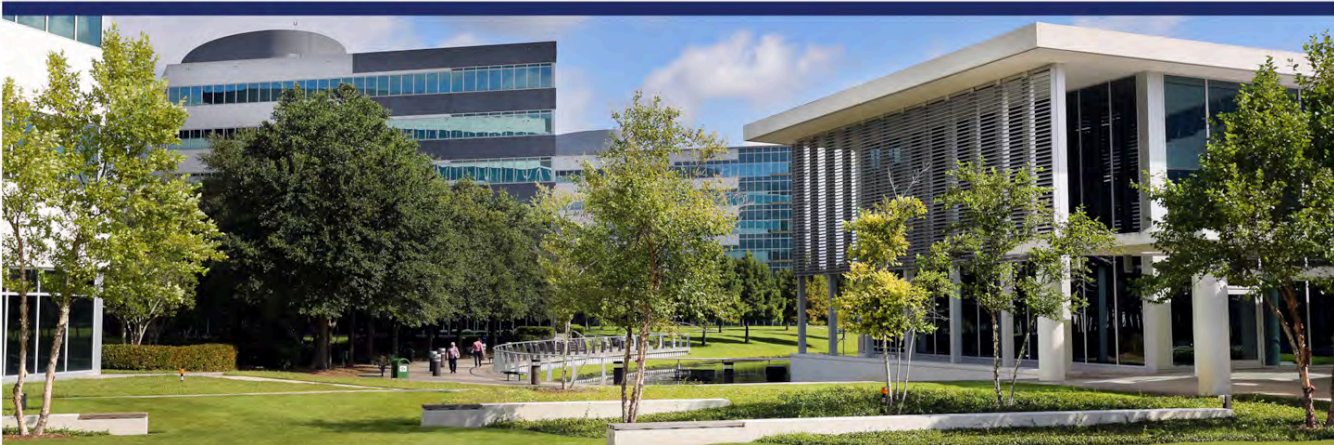
Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.



You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro

President/Secretary
Clover Creek Community



CORPORATE OVERVIEW

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

COMPANY DATA

Business Entity Name: Yellowstone Landscape - Southeast LLC
 Headquarters Address: 3235 N State St, Bunnell, FL 32110
 FEI/EIN Number: 20-2993503
 Incorporation Date: 01.28.2008 (Delaware)

SERVICES OFFERED



Landscape Maintenance



Landscape Enhancements



Landscape Installation



Commercial Tree Care



Irrigation & Water Management



Snow & Ice Management

Our Place in Our Industry



YELLOWSTONE
LANDSCAPE

2021 RANK	COMPANY	2020 RANK	2020 REVENUE	HEADQUARTERS	EMPLOYEES	% CHANGE FROM 2019	% CHANGE EXPECTED FOR 2021	%LD/	%II/	%CR	%RR
1	BrightView Landscapes	1	\$2,346,000,000	Blue Bell, Pa.	21,000	-3%	N/A				
2	TruGreen	2	\$1,400,000,000	Memphis, Tenn.	13,570	1%	N/A				
3	The Davey Tree Expert Co.	3	\$1,287,552,000	Kent, Ohio	10,300	13%	5%				
4	Yellowstone Landscape	5	\$358,000,000	Bunnell, Fla.	4,270	34%	10%				
5	Bartlett Tree Experts	4	\$352,000,000	Stamford, Conn.	2,200	8%	7%				
6	Gothic Landscape	6	\$230,000,000	Valencia, Calif.	2,000	0%	9%				
7	Outworx Group	★	\$225,191,000	Westbury, N.Y.	4,299	8%	12%				
8	Ruppert Landscape	7	\$213,165,000	Laytonville, Md.	1,820	2%	18%				
9	Weed Man	8	\$212,928,956	Orono, Ontario	3,559	14%	9%				
10	LandCare	10	\$208,000,000	Frederick, Md.	3,600	12%	15%				
11	Divisions Maintenance Group	★	\$184,961,302	Newport, Ky.	457	31%	8%				
12	HeartLand	14(t)	\$184,000,000	Kansas City, Mo.	2,100	19%	40%				
13	SavATree	13	\$182,600,000	Bedford Hills, N.Y.	1,430	4%	6%				
14(t)	Park West	11	\$180,000,000	Rancho Santa Margarita, Calif.	1,600	-3%					
14(t)	U.S. Lawns	12	\$180,000,000	Orlando, Fla.	2,400	N/A					
16	Lawn Doctor	16	\$162,000,000	Holmdel, N.J.	2,000	13%					



Each year the lawn and landscape industry’s leading trade publications rank the largest firms in lawn care, tree care, and landscaping services. Among the largest “green industry” companies in North America, Yellowstone Landscape is pleased to have been in the top 10 for each of the past four previous years.

We attribute our tremendous growth and staying power at the top of our industry to two very important groups of people. First, to the thousands of customers, and the properties and projects they allow us to create and maintain for them.

Second, to the more than four thousand Yellowstone Landscape Professionals who wear our uniform and take care of the valuable relationships we’ve built with our clients.

Without the trust of our customers or the dedication of our employees Yellowstone Landscape would not exist as it is today.

As we look forward to continued opportunities to serve new clients and to bring more talented individuals into our company, we vow to never lose sight of the people who made us one of our industry’s most successful and respected firms.

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Trusted by Clients Across the Country



YELLOWSTONE
LANDSCAPE



Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

These local operating teams are supported by the collective strength of a national leader in commercial landscaping services.

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

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Committed to Safety



YELLOWSTONE
LANDSCAPE



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

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Our Fleet Vehicles and Equipment



YELLOWSTONE
LANDSCAPE



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 1000 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

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Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

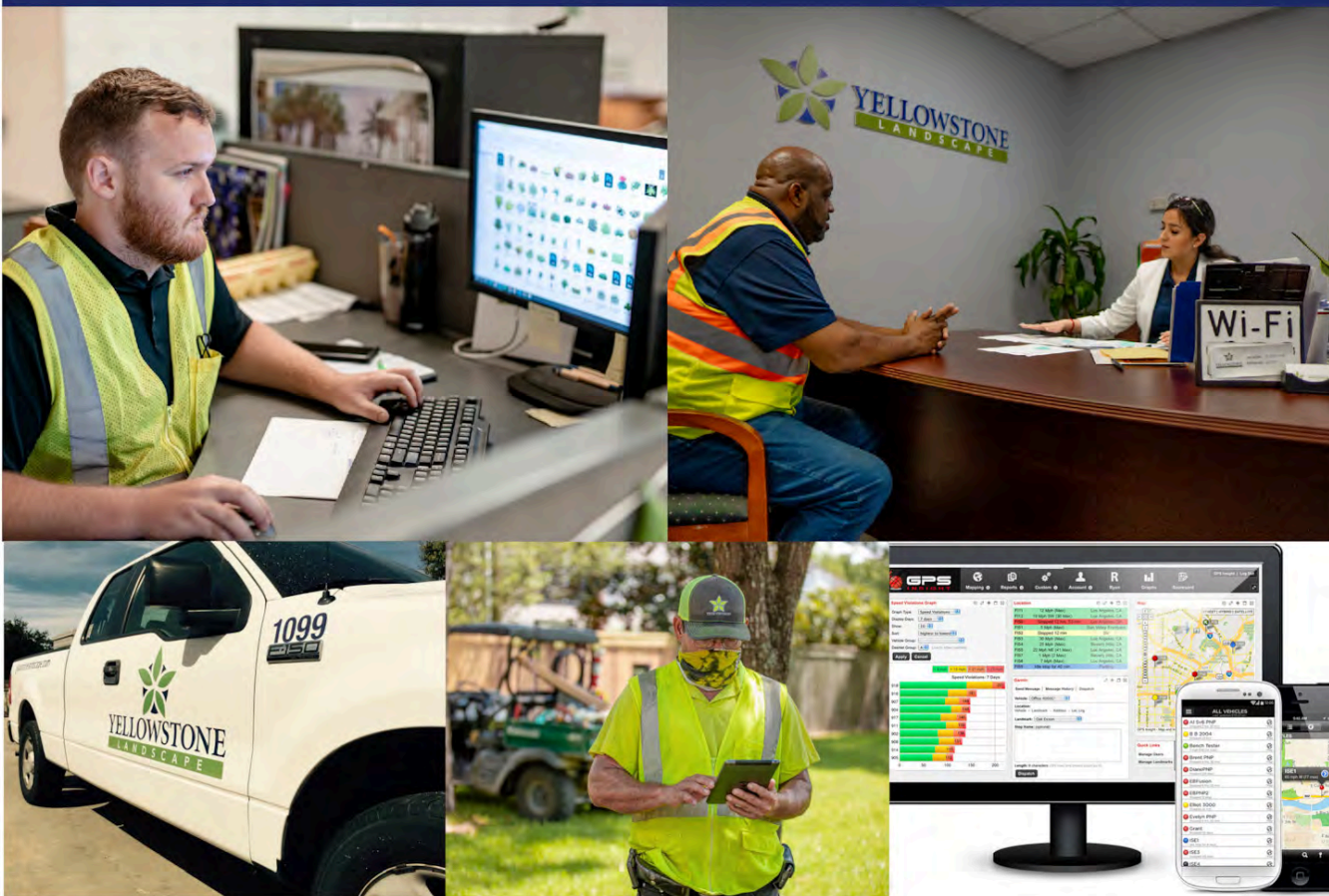
Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

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Our Technology at Work for You



Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing smart phones to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at greater than 99% accuracy. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.

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Irrigation Installation & Management



YELLOWSTONE
LANDSCAPE



There is **nothing more essential** to the success of your landscape than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require special certification to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system**.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

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Seasonal Color Installations



YELLOWSTONE
LANDSCAPE



If you want to make a **big impact and create dramatic curb appeal** for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will **“bring the wow”** to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a **custom design proposal tailored to your preferences**, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with **tighter spacing to create more vibrant color and instant impact**. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

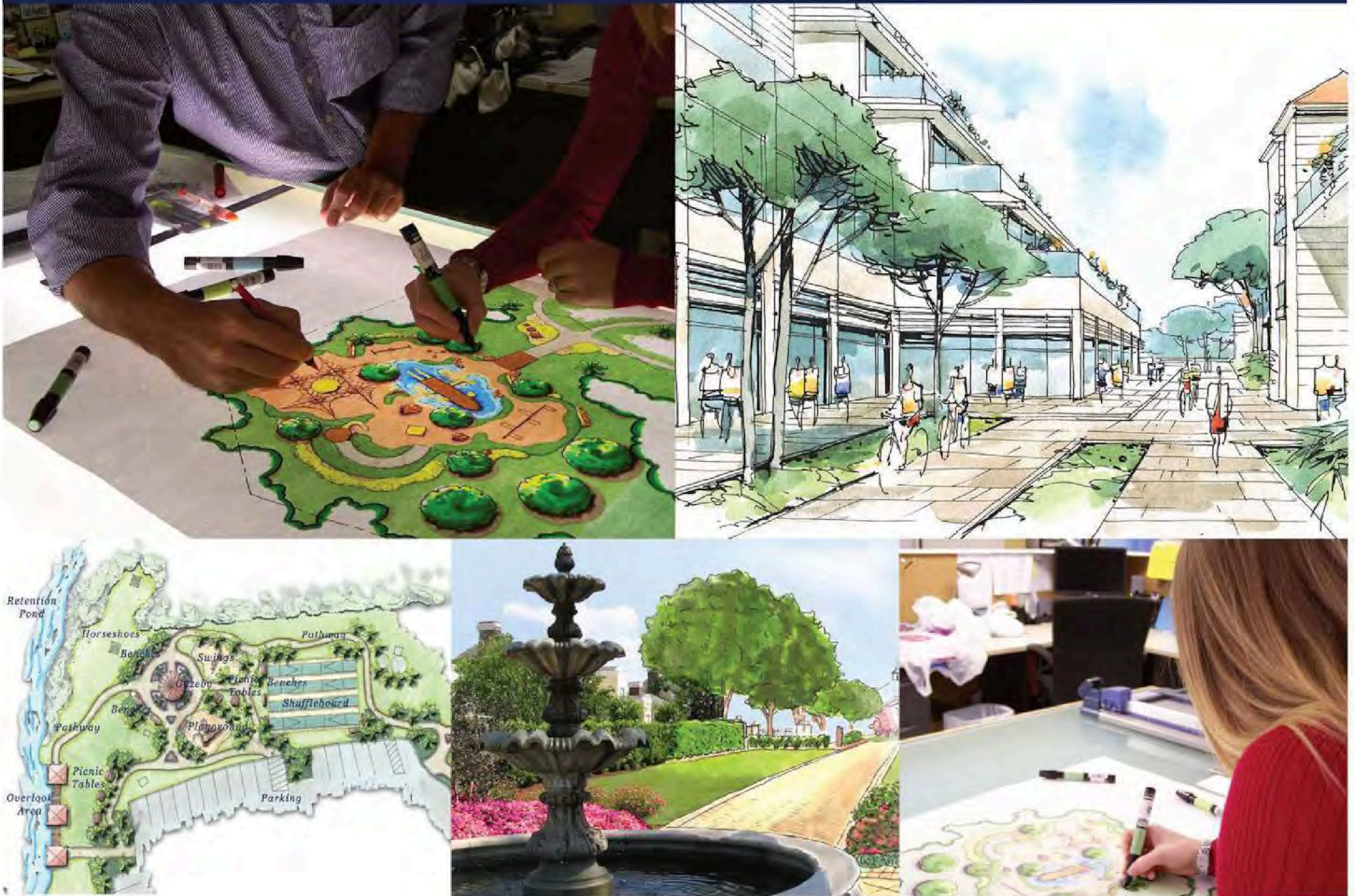
Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

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Landscape Design



YELLOWSTONE
LANDSCAPE



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create photo renderings so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

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How We're Responding to the Labor Shortage



There's no denying the fact that like so many other industries right now, there have been significant labor shortages in landscaping. We understand that you might have heard about this on the news or from other sources, and it might have you concerned about how it will affect your property.

While it's true that labor shortages in the Green Industry are a major problem right now, the good news is that Yellowstone Landscape has been incredibly proactive in addressing this problem and that's worked in our favor, even during some of the difficult times.

While we certainly aren't immune to the labor shortage issue, we do feel that we are doing all we can to keep our teams at full staff.

In this article, we'll explain how we are addressing labor shortages in the Green Industry so that they don't become a problem for the clients that we work with. We are incredibly committed to both our team and our clients and we continue to strive for the best for both, even during difficult times.

We Offer "FLIP" to our Front Line Employees

We want to pull back the curtain to let you know about one of our inside programs, FLIP, which stands for the Front Line Incentive Program. This is something that we have been doing long before the labor shortages in landscaping became a national problem.

Front-line workers who start the season with us in March or April (whenever the season kicks off in their area), and who show up every day and do the hard work, will earn a seasonal bonus that we pay out just before Thanksgiving.



This is a check for up to \$2,000, depending upon their tenure.

This is an extra bonus with no special work that has to be done—the team literally just has to show up and work safely. This past season we distributed \$2.4 Million to 1,800 of our front-line workers across the country.

It's some nice extra money right before the holidays (aptly timed!) and it's our way of saying that we know our labor force is our most visible workers and we have a lot of respect for them. We rely on these team members and we want them to know that we value their hard work.

We Already Pay Some of the Highest Wages in the Industry

Of course, we understand that the bonus wouldn't be terribly helpful if we weren't already paying our team members well. It's important to note that we are already paying some of the highest wages in the Green Industry.



Again, this is something that we have been doing long before the labor shortages in landscaping started making national news.

We understand that in order to hire **the best people out there**, you have to pay for it. As a commercial landscaping provider we strive to be at the top of the industry, so we know that we must pay a higher wage to attract the best people. It's one of the reasons why we've also been able to retain so many of our staff over the years.

This is a time when many companies are suddenly scrambling to offer more money because they realize they hadn't been paying enough to attract workers. But we've always been focused on this philosophy, not in a desperate attempt to attract anyone that we can but rather to attract **the best talent out there**.

Not all companies are able to do this, but as a large, national company we have the resources to make this possible.

We are Always Hiring and We Incentivize Recruitment Efforts

Another key way that we are addressing labor shortages in landscaping is that we are always actively recruiting. We are always looking for great people. This includes efforts such as online applications and a lot of participation in job fairs and other hiring events. We take the approach that we never want to be stagnant in hiring and reach a point where we're desperately looking to fill a need.

Instead, by always hiring we are constantly bringing in new people who enhance our team.



Our efforts to constantly bring in highly qualified new people also include incentivizing our team members to do some of our recruiting work for us. After all, we have found some of the best people from our existing wonderful team members. They know our company better than anyone and they understand what we're looking for.

This comes from the idea that if you are a great worker already doing a great job, maybe you know other great workers (like friends or family members) who would also want to come work for us.

If our employees bring in more good people, they get paid for that effort.



This often becomes a competition every year as the team wants to be the person who brought in the most qualified workers. For example, we had a team member recruit 17 new employees in 2021, and he got paid \$5,000 for those efforts.

We had another two team members who each brought in 10 people and they each got paid a \$2,000 bonus for those recruitments.

Helping to Keep Labor Shortages in Landscaping from Impacting Your Property

We know that labor shortages in our industry can be worrisome for commercial property owners or managers because they don't want their landscaping to be affected in some way. Consistency is really important to our clients. They want to know that it's going to be the same landscaping crew coming to their property every week, taking care of them.

After all, the team gets to know the client and what they like—and that's important!



That's why we are so committed to these efforts. They not only help in recruiting new people, but they help us in retaining the team that we have. Taking good care of our people helps to keep them on our team and that leads to the consistency our clients are looking for.

Because we are frequently bringing in new people, it also allows us to "scale up quickly" and start new jobs. As other landscaping companies may be struggling to add any new clients or take on new projects, we are training some amazing teams and ready to tackle new work as it comes.



It's one important way that our size has come to play a valuable role and benefit our clients.

We know that some companies are struggling to get the job materials, trucks, or labor force that they need to get projects done. But by using our size and collective buying power, we're able to take on projects of any size for our clients because we are able to get what's needed to get the job done!

Giving You the Peace of Mind that You Deserve

There's no question it's an unsettling time right now for many industries and the Green Industry has not been immune to that. Even though landscaping is more desired than ever, getting highly qualified workers has been a struggle for many companies.

At Yellowstone Landscape, we have the benefit of a national perspective and we know that some markets are struggling more than others with these issues.

But we feel that our proactive efforts, which began long before these labor shortages became a major national concern, have helped us to weather the storm.

Uncertainty has a direct impact on our clients. But you shouldn't have to worry about the state of your commercial landscape right now, when there are so many other things on your plate. We know that these past couple of years have been stressful and you just want to feel confident that your landscape is in good hands.

With our aggressive response to the industry labor shortage, we're able to offer our clients peace of mind that they'll continue to receive the best services and results, even during these difficult times now and into the future.

Statement of Corporate Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established in 2008, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since its founding, members of our firm have been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services, athletic field management, snow and ice management, and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 5000 clients from over 50 local branch operations facilities across 13 states across the country. Yellowstone Landscape is presently the largest, privately-owned landscape and snow and ice management company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$446,000,000 in 2021. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

References



At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: The Swan & Dolphin Resort
Client Since: 2013
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Calvin Oaks, *Complex Director of Engineering*
321.388.7624
calvin.oaks@swandolphin.com

Project Name: Reunion East and Reunion West CDDs
Client Since: 2008
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Alan Scheerer, *Field Operations Manager*
407.398.2890
ascheerer@gmscfl.com

Project Name: Pennbrooke Fairways HOA
Client Since: 2021
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Melissa Glenn, *Community Association Manager*
352.360.1001
mglenn@castlegroup.com

Project Name: Legacy of Leesburg POA
Client Since: 2021
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Sherri Jackson, *Community Association Manager*
352.365.9800
sjackson@lelandmanagement.com

Legacy of Leesburg



YELLOWSTONE
LANDSCAPE



LOCATION

Orlando, Florida

CLIENT

Leland Management

PROPERTY TYPE

55+ Community Association

SERVICES PROVIDED

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

Legacy of Leesburg is an active retirement lifestyle community, located 45 minutes from Orlando.

The developer's intent is to provide all the modern amenities active adults expect in a home, placed in a setting that encourages them to explore central Florida's natural beauty.

The result is that nearly all of Legacy's 1000 homes have a view of either a natural conservation area, or one of the nineteen ponds that dot the community's landscape. With over seven miles of maintained walking

paths along thirteen trails, residents are frequently seen strolling in the shade of the hundreds of ancient oaks.

Legacy is also home for many types of wildlife. Alligators, bobcats, cranes and other native birds are commonly seen across the community.

The 450 palms are pruned once per year and the annual flower beds, while small in size, add vibrant pops of color to Legacy's entrances and clubhouse.

Walt Disney World Swan & Dolphin Resort



YELLOWSTONE
LANDSCAPE



LOCATION

Orlando, Florida

CLIENT

Starwood Hotels and Resorts

PROPERTY TYPE

Resort Community

SERVICES PROVIDED

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

The Swan and Dolphin Resort is situated on 87 acres within Walt Disney World. The resort is comprised of two separate hotels, The Swan and The Dolphin, joined by a palm tree-lined bridge between the two hotels.

The resort complex features all the expected Disney amenities, including 5 pools, a white sand beach, restaurants, spas, and conference spaces, all surrounded by immaculately maintained tropical landscaping.

Frequent special events like the annual Food and Wine Festival, require

careful planning between our on site service team and the owners.

As a designated Florida Green Lodging Property, the resort mandates the use of integrated pest management practices and that service teams monitor emissions and irrigation usage in order to minimize the environmental impact of our services.

In 2016, The Swan and Dolphin received a National Landscape Awards of Excellence Grand Award, the commercial landscape industry's highest honor.

	2022	EXPIRES	9/30/2023	3125-1048927
3125 LAWN CARE	\$50.00	30 EMPLOYEES	:	

TOTAL TAX	\$50.00
PREVIOUSLY PAID	\$50.00
TOTAL DUE	\$0.00

PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
 PORTLAND TIMOTHY
 1930 SILVERSTAR ROAD
 ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$50.00 0098-01065564 8/3/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

	2022	EXPIRES	9/30/2023	3125-1048927
3125 LAWN CARE	\$50.00	30 EMPLOYEES	:	

TOTAL TAX	\$50.00
PREVIOUSLY PAID	\$50.00
TOTAL DUE	\$0.00



PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
 PORTLAND TIMOTHY
 1930 SILVERSTAR ROAD
 ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$50.00 0098-01065564 8/3/2022

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

3106 LANDSCAPE 2022 \$50.00 EXPIRES 9/30/2023 30 EMPLOYEES 3106-1048928

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00

PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY - PRESIDENT
1930 SILVERSTAR ROAD
ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$100.00 0098-01065567 8/3/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3106 LANDSCAPE 2022 \$50.00 EXPIRES 9/30/2023 30 EMPLOYEES 3106-1048928

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00



PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY - PRESIDENT
1930 SILVERSTAR ROAD
ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$100.00 0098-01065567 8/3/2022

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

	2022		EXPIRES	9/30/2023	1812-1200565
1812 REG IRRIGATION SPECIA	\$30.00		1 EMPLOYEE	:	

TOTAL TAX	\$30.00
PREVIOUSLY PAID	\$30.00
TOTAL DUE	\$0.00

SKWYRA PETER T

YELLOWSTONE LANDSCAPE
 SOUTHEAST LLC
 SKWYRA PETER T
 1930 SILVERSTAR ROAD
 ORLANDO FL 32804

8342 CRISTOBAL CIR (MOBILE)
U - ORLANDO, 32825

PAID: \$30.00 0098-01085820 9/23/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

	2022		EXPIRES	9/30/2023	1812-1200565
1812 REG IRRIGATION SPECIA	\$30.00		1 EMPLOYEE	:	

TOTAL TAX	\$30.00
PREVIOUSLY PAID	\$30.00
TOTAL DUE	\$0.00



SKWYRA PETER T

YELLOWSTONE LANDSCAPE
 SOUTHEAST LLC
 SKWYRA PETER T
 1930 SILVERSTAR ROAD
 ORLANDO FL 32804

8342 CRISTOBAL CIR (MOBILE)
U - ORLANDO, 32825

PAID: \$30.00 0098-01085820 9/23/2022

This receipt is official when validated by the Tax Collector.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY)

9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety National Casualty Corporation		15105
INSURER B : ACE Property & Casualty Insurance Co		20699
INSURER C : _____		_____
INSURER D : _____		_____
INSURER E : _____		_____
INSURER F : _____		_____


COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 18923263 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOD OTHER: _____	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4066360	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION** See Attachments

18923263 Orange Blossom Aeonka RV Resort, Inc	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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List of Named Insureds:

Yellowstone Parent Holdings, LP
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape - Southeast
ALSW, LLC
Leaderscape, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscape Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
LUSA Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
KCS Landscape Management, LLC
Heads Up Landscape, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Boren's Grass Groomers, LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC DBA Arizona's Best Landscape Management
Arizona's Best Landscape Management
O'Donnell's Landscape Services, LLC
O'Donnell's Landscape Services, Inc

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yellowstone Landscape - Southeast, LLC	
2 Business name/disregarded entity name, if different from above dba Yellowstone Landscape	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3235 N. State Street, PO Box 849	Requester's name and address (optional)
6 City, state, and ZIP code Bunnell, FL 32110	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													-	-	-
or															
Employer identification number															
2	0	-	2	9	9	3	5	0	3						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/14/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF235888

DAVID BOLDMAN

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on August 5, 2015

Kelley Ford
Chief, Bureau of Licensing and Enforcement



Adam H. Putnam

Adam H. Putnam
Commissioner of Agriculture

FDACS 13618.06/01



The International Society of Arboriculture

Hereby Announces That

Kyle Jordan Stoudenmire

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



TM



Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

5 May 2018

30 June 2024

FL-9365A

Issue Date

Expiration Date

Certification Number



Wyndham LBV

Orlando, FL.

Conceptual Rendering-Plants are depicted at mature stage



Existing



Potential

Landscape Design Suggestions

- Splitleaf Philodendron (S.P.)
- Blue Daze 'Blue My Mind' (B.D.)
- Croton 'Stoplight' (C.S.)
- Coontie (C.T.)
- Annuals (A.N.)
- Liriope (L.P.)



Village of Wesmere

Ocoee, FL.

May 2022

Conceptual Rendering-Plants are depicted at mature stage



Existing

- L.M.
- L.P.
- A.N.
- S.G.
- B.D.



Potential

Landscape Design Suggestions

- Blue Daze 'Blue My Mind' (B.D.)
- Society Garlic (S.G.)
- Loropetalum (L.M.)
- Liriope (L.P.)
- Annuals (A.N.)



Spruce Creek

Summerfield FL.

Conceptual Rendering-Plants are depicted at mature stage



Existing

D.O.
A.T.
A.J.
S.D.
P.D.



Potential

Landscape Design Suggestions

- Dwarf Oleander (D.O.)*
- Arboreola 'Trinette' (A.T.)*
- Asiatic Jasmine (A.J.)*
- Podocarpus (P.D.)*
- Sod (S.D.)*



Wyndham LBV

Orlando, FL.

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Ti Plant 'Kiwi' (T.K.)
- * Cut Back Lorpetalum (L.M.)
- * Keep Podocarpus (P.D.)
- Keep Some Liriope (L.P.)



Potential





YELLOWSTONE
LANDSCAPE

IRRIGATION INSPECTION REPORT

Job Name

Date	Controller
Inspected By	Paul Stamper

Program Information

Run Days	Program A	Program B	Program C	Program D
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	0000000	0000000	0000000	0000000
Program				
Start				
Times				

System Information

Backflow	Meter	Pump Status
Meter Reading		
Rain Sensor	Yes	No

Seasonal Adjust % % % %

ZONE #	HEAD TYPE	Run Time	Run Time	Run Time	Run Time	COMMENTS
1						
2						
3						
4						
5						
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7						
8						
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Lawn & Ornamental Report



Property: _____ Date: ____ / ____ / ____

Name - _____

Turf Application

Scheduled Application

Ornamental Application

Service Call

Turf Application Information

Ornamental Application Information

Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Application Rate: _____ <i>(lbs. N / 1000 Sq. Ft.)</i> Area(s) Treated: _____ _____ _____ 2) Analysis: _____ Application Rate: _____ <i>(lbs. N / 1000 Sq. Ft.)</i> Area(s) Treated: _____ _____ _____	Liquid: <input type="checkbox"/> Herbicide(s) Used: 1) _____ 2) _____ Area(s) Treated: _____ _____ _____ Granular: <input type="checkbox"/> Herbicide Used: 1) _____ Area(s) Treated: _____ _____ _____	Fungicide / Insecticide Used: 1) _____ Target Pest: _____ _____ _____ Area(s) Treated: _____ _____ _____ 2) _____ Target Pest: _____ _____ _____ Area(s) Treated: _____ _____ _____	Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> 2) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/>	Fungicide / Insecticide Used: 1) _____ Target Pest: _____ _____ _____ Plants(s) Treated: _____ _____ 2) _____ Target Pest: _____ _____ _____ Plants(s) Treated: _____ _____ 3) _____ Target Pest: _____ _____ _____ Plants(s) Treated: _____ _____ _____

Comments & Observations: _____

 Technician's Signature

 Manager's Signature:

YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing & Detail Includes Mowing, Edging, String Trimming, Sidewalk weed control, Trash, & Cleanup	\$46,992
ANNUAL GRAND TOTAL	\$46,992

ANNUAL GRAND TOTAL \$46,992

MONTHLY GRAND TOTAL \$3,916.00

CLIENT NAME: Cascades of Groveland CDD

BILLING ADDRESS: 8529 South Park Circle, Suite 330 Orlando, FL 32819

PROPERTY CONTACT: James Pekarek

PROPERTY CONTACT EMAIL: jimpekmark@aol.com

PROPERTY CONTACT PHONE: 407-472-2471

CONTRACT EFFECTIVE DATE: 7/1/23

CONTRACT END DATE: 6/31/26

INITIAL TERM: 3 year

PROPERTY NAME: Cascades CDD

PROPERTY ADDRESS: 8529 South Park Circle, Suite 330 Orlando, FL 32819

CONTRACTOR: Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

YELLOWSTONE CONTACT: Michael Wilding

YELLOWSTONE CONTACT EMAIL: Mwilding@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: 407-516-9908

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$46,992.00** annually, in equal monthly installments billed in the amount of **\$3,916.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by:



 SIGNATURE
David McInnes

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name:

Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	FREQUENCY
Mowing	17
Edging around Pond 50 sidewalk	7
String Trimming around 26 graded inlets	1



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

EXHIBIT 16



Proposal #300508

Date: 04/06/2023

From: David Boldman

Proposal For

Cascades of Groveland CDD

c/o Cascades of Groveland CDD
122 Balmy Coast Rd
Groveland, FL 34736

main:
mobile:
jimpekmark@aol.com

Location

122 Balmy Coast Rd
Groveland , FL 34726

Property Name: Cascades of Groveland CDD

pond management

Terms:

DESCRIPTION	QUANTITY	AMOUNT
General Labor	80.00	\$5,364.49
Kubota tractor	1.00	\$857.13

Client Notes

We will remove about 200 cubic yards of black dirt and bahia grass roots from a 1200 sq. ft. area approximately 4 inched deep around three sides of one inlet basin. This dirt/sod will be replaced with sand and will be taken from a side bank in the same retention pond about 1,000 feet west of the inlet. Additional sand must be taken from the same side bank to build up a 30,000 sq. ft. area around the same inlet. We need to bring the 30,000 ft area up to the 89.9 feet elevation of the rest of the pond. Some areas around this one inlet are as low as 89.3 feet elevation.

I can not guarantee this job because we are not using laser levels, only eye balling the grade. I estimate the job should take about a week but if we run into time restraints and can not finish in the allotted time then an additional proposal will be supplied. Also an additional proposal will be supplied after the job is done to add new bahia to the disturbed areas from this excavation.

	SUBTOTAL	\$6,221.62
Signature	SALES TAX	\$0.00
X	TOTAL	\$6,221.62

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

David Boldman

Office:

dboldman@yellowstonelandscape.com