

*Weiberg Road  
Community Development District*

*Meeting Agenda*

*September 25, 2024*

# AGENDA

# *Weiberg Road*

## *Community Development District*

---

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

September 18, 2024

### **Board of Supervisors Meeting Weiberg Road Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Weiberg Road Community Development District** will be held on **Wednesday, September 25, 2024, at 10:30 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/82148541671>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 821 4854 1671

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
  - A. Acceptance of Resignation of Chuck Cavaretta
  - B. Appointment to Fill Vacant Board Seat #5
  - C. Administration of Oath to Newly Appointed Supervisor
  - D. Consideration of Resolution 2024-10 Appointing an Assistant Secretary
4. Approval of Minutes of the July 24, 2024 Board of Supervisors Meeting
5. Consideration of Underwriter Services Engagement Letter from FMS Bonds for Series 2024 Bonds
6. Consideration of Fiscal Year 2024/2025 Budget Funding Agreements:
  - A. GLK Real Estate, LLC (Alford Ridge—178 Lots)
  - B. Cassidy Land Development, LLC (Eagle Landing—206 Lots)
  - C. GLK Lake Trask, LLC (Landing at Lake Trask—572 Lots)
7. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Consideration of Work Authorization for District Engineering Services
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

---

<sup>1</sup> Comments will be limited to three (3) minutes

# SECTION III

# SECTION A

August 21, 2024

Governmental Management Services  
219 East Livingston Street  
Orlando, Florida 32801

To Whom It May Concern,

I would like to give my resignation to the Board of Supervisors for the following districts, effective immediately:

- Bradbury Creek Community Development District
- Crosswinds East Community Development District
- Crosswinds West Community Development District
- Lake Deer Community Development District
- Lawson Dunes Community Development District
- Pollard Road Community Development District
- Scenic Terrace North Community Development District
- Scenic Terrace South Community Development District
- Weiberg Road Community Development District

Thank you,



Chuck Cavaretta

# SECTION D

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Weiberg Road Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Haines City, Polk County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** \_\_\_\_\_ is appointed Assistant Secretary.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 25th day of September 2024.

ATTEST:

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors



# MINUTES

**MINUTES OF MEETING  
WEIBERG ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Weiberg Road Community Development District was held Wednesday **July 24, 2024**, at 10:37 a.m. at 346 E. Central Ave., Winter Haven, FL 33880.

Present and constituting a quorum:

Lauren Schwenk	Vice Chairperson
Bobbie Henley	Assistant Secretary
Chuck Cavaretta	Assistant Secretary
Daniel Arnette	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, Kilinski Van Wyk
Rey Malave <i>via Zoom</i>	District Engineer, Dewberry

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Four Board members were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present for the meeting.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the May 22, 2024,  
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the May 22, 2024, Board of Supervisors meeting and asked for any questions, comments or corrections. The Board had no changes to the minutes.

On MOTION by Ms. Henley, seconded by Ms. Schwenk, with all in favor, the Minutes of the May 22, 2024, Board of Supervisors Meeting, were approved.
--

**FOURTH ORDER OF BUSINESS**

**Public Hearing**

**A. Public Hearing on the Adoption of Fiscal Year 2024/2025 Budget**

Ms. Burns noted this Public Hearing has been advertised in the paper and asked for a motion to approve.

On MOTION by Mr. Arnette, seconded by Ms. Henley, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted there were no members of the public present.

On MOTION by Mr. Arnette, seconded by Ms. Henley, with all in favor, Closing the Public Hearing, was approved.

**i. Consideration of Resolution 2024-08 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds**

Ms. Burns stated the budget is in the package for review. The budget is included as an exhibit to the resolution. Primary administrative expenses will be developer funded. This included: playground lease, security, and field contingencies.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-08 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved in substantial form.

**ii. Consideration of Fiscal Year 2024/2025 Developer Funding Agreement**

Ms. Burns reviewed the Fiscal Year 2024/2025 budget which was included in the agenda package for Board review. This agreement is with GLK. The Board decided to have one funding agreement with two bills.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, the Fiscal Year 2024/2025 Developer Funding Agreement, was approved in substantial form.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-09 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025**

Ms. Burns stated the monthly meeting will be held on the first Tuesday of each month at 10:00 a.m. at the same location.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-09 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of the Adoption of Goals and Objectives for the District**

Ms. Burns reviewed the proposed goals and objectives that staff had drafted for the District and asked for a motion to approve.

On MOTION by Mr. Arnette, seconded by Ms. Henley with all in favor, the Adoption of Goals and Objectives for the district, was approved.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Fiscal Year 2023 Audit Report**

Ms. Burns stated that they received a clean audit with no finding of noncompliance. She asked for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Cavaretta, with all in favor, the Fiscal Year 2023 Audit Report, was approved.

**EIGHTH ORDER OF BUSINESS**

**Rejection of Bids for Eagle Landing Phase 1 Project and Authorizing Staff to send out Notice to Bidders**

Ms. Burns stated the District engineer has notified the bidders that this is being cancelled. The Board needs to take action and send notice as well.

On MOTION by Mr. Arnette, seconded by Mr. Cavaretta, with all in favor, the Rejection of Bids for Eagle Landing Phase 1 Project and Authorizing Staff to send out Notice to Bidders, was approved.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk had nothing further to report to the Board and offered to answer any questions.

**B. Engineer**

Mr. Malave had nothing further to report.

**C. District Manager’s Report**

**i. Approval of the Check Register**

Ms. Burns presented the check register that is in the agenda package for review. She offered to answer any Board questions. There being no questions, there was a motion of approval.

On MOTION by Ms. Henley, seconded by Mr. Arnette, with all in favor, the Check Register totaling, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns presented the financials which were included in the agenda package for the Board’s review. No action was required on this item.

**iii. Presentation of Updated Number of Registered Voters**

Ms. Burns stated this was put back on the agenda because there were questions on this because, when they ran it, it came back as two.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

There being no comments, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Arnette, seconded by Ms. Henley, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION V

**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

March 27, 2024

Weiberg Road Community Development District  
c/o Governmental Management Services, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Ms. Jill Burns

Dear Ms. Burns:

Re: Agreement for Underwriter Services & Rule G-17 Disclosure


Thank you for the opportunity to work with the Weiberg Road Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By:  \_\_\_\_\_

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

## ATTACHMENT I

**Section 1**     **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2**     **Terms and Conditions:**

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:



- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.



Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

# SECTION VI

# SECTION A

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT  
FOR  
ALFORD RIDGE  
(178 LOTS)**

THIS AGREEMENT (“Agreement”) is made and entered into this 25<sup>th</sup> day of September 2024 by and between:

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (the "**District**"), and

**GLK REAL ESTATE, LLC**, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. 22-27 adopted by the Town Commission of the Town of Dundee, Florida, effective September 13, 2022, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and/or is the primary developer of the portions of all real property described in **Exhibit A** as *Alford Ridge*, attached hereto and incorporated herein by reference ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2024/2025, which begins October 1, 2024, and ends September 30, 2025 (the "**Fiscal Year 2025 Budget**"); and

**WHEREAS**, the Fiscal Year 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. FUNDING.** Developer agrees to provide funding for the District's Fiscal Year 2025 Budget in a total annual amount equal to the lesser of eighteen percent (18%) of the District's adopted Fiscal Year 2025 Budget, or eighteen percent (18%) of the actual annual costs incurred by the District and that represents that portion of the Fiscal Year 2025 Budget attributable to One Hundred Seventy Eight (178) anticipated units within the Property described as *Alford Ridge* ("**Developer Contribution**"). In order to ensure the District can provide for timely payment of expenses, Developer agrees to remit payment within fifteen (15) business days of invoice or requisition by the District for each monthly payment. Amendments to the District's Fiscal Year 2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2025 Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

**SECTION 2. CONTINUING LIEN.** The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District Manager is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in Exhibit A after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.

**SECTION 3. ALTERNATIVE COLLECTION METHODS.** In the alternative and in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes or under any method of direct bill and collection authorized by Florida law. Such assessment, may be certified for collection on the next available tax roll of the Polk County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

**SECTION 4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 3 and 4 above.

**SECTION 8. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

**SECTION 9. FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 10. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the



interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**WEIBERG ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

WITNESS:

**GLK REAL ESTATE, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lauren O. Schwenk, Manager

AND

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kevin Chinoy, Manager

AND

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gary Price, Manager

**EXHIBIT A:** Legal Description of the Property

**EXHIBIT B:** Fiscal Year 2024/2025 General Fund Budget

**Exhibit A**  
Legal Description of the Property

## Legal Description

---

---

Begin 761.35 feet North of the Southwest corner of the SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, run thence North 89°29'00" East 500.0 feet, thence South 74.1 feet, thence South 89°25'00" East 160.0 feet, thence North 165.0 feet, thence North 89°25'00" West 160.0 feet, thence South 50.9 feet, thence South 89°29'00" West 500.0 feet, thence South 40.0 feet to the Point of Beginning.

AND

The NW 1/4 of the SE 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, subject to an easement 15 feet in width along the Northerly and Westerly sides thereof for public highway purposes.

AND

The SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, LESS 15 feet off the West, North, East and South sides thereof, LESS AND EXCEPT: Begin on the West line and 761.35 feet North of the Southwest corner of said SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, and run thence North 89°29' East 500 feet; thence South 74.1 feet; thence South 89°25' East 160 feet; thence North 165 feet; thence North 89°25' West 160 feet; thence South 50.9 feet; thence South 89°29' West 500 feet to the West line of Section 23; and thence South 40 feet to the point of beginning.

The above description is the same as the one described per Title Commitment No. 834592 issued by Old Republic National Title Insurance Company, bearing a commitment date of January 24, 2020 at 11:00 PM.

**Exhibit B**  
Fiscal Year 2024/2025 General Fund Budget

***Weiberg Road***  
***Community Development District***

***Adopted Budget***  
***FY2025***



# Table of Contents

1 General Fund

2-4 General Fund Narrative

**Weiberg Road**  
**Community Development District**  
**Adopted Budget**  
**General Fund**

Description	Adopted Budget FY2024	Actuals Thru 5/31/24	Projected Next 4 Months	Projected Thru 9/30/24	Adopted Budget FY2025
<b>Revenues</b>					
Developer Contributions	\$ 264,292	\$ 80,000	\$ 23,476	\$ 103,476	\$ 359,492
Boundary Amendment Contributions	\$ -	\$ 27,675	\$ -	\$ 27,675	\$ -
<b>Total Revenues</b>	<b>\$ 264,292</b>	<b>\$ 107,675</b>	<b>\$ 23,476</b>	<b>\$ 131,151</b>	<b>\$ 359,492</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 3,200	\$ 7,200	\$ 12,000
Engineering	\$ 15,000	\$ 12,155	\$ 3,600	\$ 15,755	\$ 15,000
Attorney	\$ 25,000	\$ 13,946	\$ 4,000	\$ 17,946	\$ 25,000
Annual Audit	\$ 4,000	\$ 3,600	\$ -	\$ 3,600	\$ 3,700
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -	\$ 4,042
Management Fees	\$ 37,500	\$ 25,000	\$ 12,500	\$ 37,500	\$ 38,000
Information Technology	\$ 1,800	\$ 1,200	\$ 600	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 800	\$ 400	\$ 1,200	\$ 1,200
Postage & Delivery	\$ 1,000	\$ 118	\$ 200	\$ 318	\$ 750
Insurance	\$ 5,500	\$ 5,200	\$ -	\$ 5,200	\$ 6,000
Copies	\$ 1,000	\$ -	\$ 250	\$ 250	\$ 1,000
Legal Advertising	\$ 15,000	\$ 10,344	\$ 1,500	\$ 11,844	\$ 15,000
Boundary Amendment Expenses	\$ -	\$ 27,675	\$ -	\$ 27,675	\$ -
Other Current Charges	\$ 5,000	\$ 314	\$ 314	\$ 629	\$ 4,250
Office Supplies	\$ 625	\$ 19	\$ 40	\$ 59	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 139,292</b>	<b>\$ 104,547</b>	<b>\$ 26,604</b>	<b>\$ 131,151</b>	<b>\$ 138,992</b>
<i>Operations &amp; Maintenance</i>					
Playground Lease	\$ 50,000	\$ -	\$ -	\$ -	\$ 36,500
Security	\$ -	\$ -	\$ -	\$ -	\$ 34,000
Field Contingency	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 220,500</b>
<b>Total Expenditures</b>	<b>\$ 264,292</b>	<b>\$ 104,547</b>	<b>\$ 26,604</b>	<b>\$ 131,151</b>	<b>\$ 359,492</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 3,129</b>	<b>\$ (3,129)</b>	<b>\$ -</b>	<b>\$ -</b>

# Weiberg Road Community Development District General Fund Narrative

## **Revenues:**

### *Developer Contributions*

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

## **Expenditures:**

### **General & Administrative:**

#### *Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting paid to each Supervisor for the time devoted to District business and meetings.

#### *Engineering*

The District's engineer, Dewberry Engineers, Inc., provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

#### *Attorney*

The District's legal counsel, Kilinski|Van Wyk, PLLC, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

#### *Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

#### *Assessment Administration*

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

#### *Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

#### *Dissemination*

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.



# **Weiberg Road**

## **Community Development District**

### **General Fund Narrative**

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Postage & Delivery

The District incurs charges for mailing, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

# Weiberg Road Community Development District General Fund Narrative

## Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

## **Operations & Maintenance:**

### Playground Lease

Represents the estimated cost of leasing playground equipment.

### Security

Represents the estimated cost of monthly security services for the District's amenity facilities as well as maintaining security system in place.

### Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year for field related items.

# SECTION B

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT  
FOR  
EAGLE LANDING  
(206 LOTS)**

THIS AGREEMENT (“Agreement”) is made and entered into this 25<sup>th</sup> day of September 2024 by and between:

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (the "**District**"), and

**CASSIDY LAND DEVELOPMENT, LLC**, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. 22-27 adopted by the Town Commission of the Town of Dundee, Florida, effective September 13, 2022, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and/or is the primary developer of the portions of all real property described in **Exhibit A** as *Eagle Landing*, attached hereto and incorporated herein by reference ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2024/2025, which begins October 1, 2024, and ends September 30, 2025 (the "**Fiscal Year 2025 Budget**"); and

**WHEREAS**, the Fiscal Year 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. FUNDING.** Developer agrees to provide funding for the District's Fiscal Year 2025 Budget in a total annual amount equal to the lesser of twenty-two percent (22%) of the District's adopted Fiscal Year 2025 Budget, or twenty-two percent (22%) of the actual annual costs incurred by the District and that represents that portion of the Fiscal Year 2025 Budget attributable to Two Hundred Six (206) anticipated units within the Property described as *Eagle Landing* ("**Developer Contribution**"). In order to ensure the District can provide for timely payment of expenses, Developer agrees to remit payment within fifteen (15) business days of invoice or requisition by the District for each monthly payment. Amendments to the District's Fiscal Year 2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2025 Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

**SECTION 2. CONTINUING LIEN.** The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District Manager is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in Exhibit A after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.

**SECTION 3. ALTERNATIVE COLLECTION METHODS.** In the alternative and in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes or under any method of direct bill and collection authorized by Florida law. Such assessment, may be certified for collection on the next available tax roll of the Polk County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

**SECTION 4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 3 and 4 above.

**SECTION 8. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

**SECTION 9. FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 10. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the

interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**WEIBERG ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

WITNESS:

**CASSIDY LAND DEVELOPMENT, LLC, a  
Florida limited liability company**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Albert B. Cassidy, Manager

AND

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Steven L. Cassidy, Manager

**EXHIBIT A:** Legal Description of the Property

**EXHIBIT B:** Fiscal Year 2024/2025 General Fund Budget



**Exhibit A**  
**Legal Description of the Property**

DESCRIPTION:

A parcel of land lying in the Southeast 1/4 of Section 21, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the East 1/4 corner of said Section 21, being monumented (as of August, 2021) by a 1/2 inch Iron Rod (No Identification) that is 4.32 feet South of a 1/2 inch Iron Pipe (No Identification), in accordance with Certified Corner Record #029061; thence along the East boundary of said Southeast 1/4, S 00°20'50" E, a distance of 1328.47 feet to the South boundary of the Northeast 1/4 of said Southeast 1/4; thence along said South boundary, S 89°38'06" W, a distance of 1322.66 feet to the West boundary of the Northeast 1/4 of said Southeast 1/4; thence along said West boundary, N 00°18'06" W, a distance of 666.09 feet to the South boundary of the North 1/2 of the Northwest 1/4 of said Southeast 1/4; thence along the South boundary of said North 1/2, S 89°42'55" W, a distance of 1,292.13 feet to the East Right of Way of Center Street (State Road 17) per LAKE ESTATES, according to the map or plat thereof, recorded in Plat Book 21, Page 1 of the Public Records of Polk County, Florida; thence along said East Right of Way, N 00°15'22" W, a distance of 667.90 feet to the North boundary of said Southeast 1/4; thence along said North boundary, N 89°47'45" E, a distance of 2613.20 feet to the POINT OF BEGINNING.

Containing 60.159 acres, more or less.

LESS AND EXCEPT existing road Rights of Way and alleys, including but not limited to Road Rights of Way and alleys reserved on LAKE ESTATES, according to the map or plat thereof, recorded in Plat Book 21, Page 1 of the Public Records of Polk County, Florida.

**EXHIBIT B**  
**Fiscal Year 2024/2025 General Fund Budget**

***Weiberg Road***  
***Community Development District***

***Adopted Budget***  
***FY2025***



# Table of Contents

1 General Fund

2-4 General Fund Narrative

**Weiberg Road**  
**Community Development District**  
**Adopted Budget**  
**General Fund**

Description	Adopted Budget FY2024	Actuals Thru 5/31/24	Projected Next 4 Months	Projected Thru 9/30/24	Adopted Budget FY2025
<b>Revenues</b>					
Developer Contributions	\$ 264,292	\$ 80,000	\$ 23,476	\$ 103,476	\$ 359,492
Boundary Amendment Contributions	\$ -	\$ 27,675	\$ -	\$ 27,675	\$ -
<b>Total Revenues</b>	<b>\$ 264,292</b>	<b>\$ 107,675</b>	<b>\$ 23,476</b>	<b>\$ 131,151</b>	<b>\$ 359,492</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 3,200	\$ 7,200	\$ 12,000
Engineering	\$ 15,000	\$ 12,155	\$ 3,600	\$ 15,755	\$ 15,000
Attorney	\$ 25,000	\$ 13,946	\$ 4,000	\$ 17,946	\$ 25,000
Annual Audit	\$ 4,000	\$ 3,600	\$ -	\$ 3,600	\$ 3,700
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -	\$ 4,042
Management Fees	\$ 37,500	\$ 25,000	\$ 12,500	\$ 37,500	\$ 38,000
Information Technology	\$ 1,800	\$ 1,200	\$ 600	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 800	\$ 400	\$ 1,200	\$ 1,200
Postage & Delivery	\$ 1,000	\$ 118	\$ 200	\$ 318	\$ 750
Insurance	\$ 5,500	\$ 5,200	\$ -	\$ 5,200	\$ 6,000
Copies	\$ 1,000	\$ -	\$ 250	\$ 250	\$ 1,000
Legal Advertising	\$ 15,000	\$ 10,344	\$ 1,500	\$ 11,844	\$ 15,000
Boundary Amendment Expenses	\$ -	\$ 27,675	\$ -	\$ 27,675	\$ -
Other Current Charges	\$ 5,000	\$ 314	\$ 314	\$ 629	\$ 4,250
Office Supplies	\$ 625	\$ 19	\$ 40	\$ 59	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 139,292</b>	<b>\$ 104,547</b>	<b>\$ 26,604</b>	<b>\$ 131,151</b>	<b>\$ 138,992</b>
<i>Operations &amp; Maintenance</i>					
Playground Lease	\$ 50,000	\$ -	\$ -	\$ -	\$ 36,500
Security	\$ -	\$ -	\$ -	\$ -	\$ 34,000
Field Contingency	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 220,500</b>
<b>Total Expenditures</b>	<b>\$ 264,292</b>	<b>\$ 104,547</b>	<b>\$ 26,604</b>	<b>\$ 131,151</b>	<b>\$ 359,492</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 3,129</b>	<b>\$ (3,129)</b>	<b>\$ -</b>	<b>\$ -</b>

# Weiberg Road

## Community Development District

### General Fund Narrative

#### **Revenues:**

##### *Developer Contributions*

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

#### **Expenditures:**

##### **General & Administrative:**

##### *Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting paid to each Supervisor for the time devoted to District business and meetings.

##### *Engineering*

The District's engineer, Dewberry Engineers, Inc., provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### *Attorney*

The District's legal counsel, Kilinski|Van Wyk, PLLC, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

##### *Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### *Assessment Administration*

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### *Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

##### *Dissemination*

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

# **Weiberg Road**

## **Community Development District**

### **General Fund Narrative**

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Postage & Delivery

The District incurs charges for mailing, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

# Weiberg Road Community Development District General Fund Narrative

## Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

## **Operations & Maintenance:**

### Playground Lease

Represents the estimated cost of leasing playground equipment.

### Security

Represents the estimated cost of monthly security services for the District's amenity facilities as well as maintaining security system in place.

### Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year for field related items.



# SECTION C

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT  
FOR  
LANDING AT LAKE TRASK  
(572 LOTS)**

THIS AGREEMENT (“Agreement”) is made and entered into this 25<sup>th</sup> day of September 2024 by and between:

**WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (the "**District**"), and

**GLK LAKE TRASK, LLC**, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. 22-27 adopted by the Town Commission of the Town of Dundee, Florida, effective September 13, 2022, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and/or is the primary developer of the portions of all real property described in **Exhibit A** as *Landing at Lake Trask*, attached hereto and incorporated herein by reference ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2024/2025, which begins October 1, 2024, and ends September 30, 2025 (the "**Fiscal Year 2025 Budget**"); and

**WHEREAS**, the Fiscal Year 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. FUNDING.** Developer agrees to provide funding for the District's Fiscal Year 2025 Budget in a total annual amount equal to the lesser of sixty percent (60%) of the District's adopted Fiscal Year 2025 Budget, or sixty percent (60%) of the actual annual costs incurred by the District and that represents that portion of the Fiscal Year 2025 Budget attributable to Five Hundred Seventy Two (572) anticipated units within the Property described as *Landing at Lake Trask* ("**Developer Contribution**"). In order to ensure the District can provide for timely payment of expenses, Developer agrees to remit payment within fifteen (15) business days of invoice or requisition by the District for each monthly payment. Amendments to the District's Fiscal Year 2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2025 Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

**SECTION 2. CONTINUING LIEN.** The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District Manager is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in Exhibit A after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.

**SECTION 3. ALTERNATIVE COLLECTION METHODS.** In the alternative and in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially

prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes or under any method of direct bill and collection authorized by Florida law. Such assessment, may be certified for collection on the next available tax roll of the Polk County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

**SECTION 4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 3 and 4 above.

**SECTION 8. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

**SECTION 9. FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 10. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**WEIBERG ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

WITNESS:

**GLK LAKE TRASK, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lauren O. Schwenk, Manager

**EXHIBIT A:** Legal Description of the Property

**EXHIBIT B:** Fiscal Year 2024/2025 General Fund Budget

## Exhibit A Legal Description of the Property

### Phase 1:

**DESCRIPTION:** (Per Title Commitment Number: 1177697)

A parcel of land lying in Sections 22 and 23, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest corner of said Section 22, run thence along the South line of the Southwest 1/4 of said Section 22, N.89°34'25"E., a distance of 2647.22 feet to the South 1/4 corner of said Section 22 and the **POINT OF BEGINNING**; thence along the East line of said Southwest 1/4, N.00°18'14"W., a distance of 667.29 feet to the South line of the Northeast 1/4 of the Southeast 1/4 of said Southwest 1/4; thence along said South line, S.89°30'28"W., a distance of 661.93 feet to the West line of the East 1/4 of said Southwest 1/4; thence along said West line, N.00°18'53"W., a distance of 1979.58 feet to the South Right of Way of Weiberg Road per deed exception; thence along said South Right of Way the following two (2) courses: 1) N.89°18'34"E., a distance of 662.32 feet to the East line of said Southwest 1/4; 2) N.89°28'09"E., a distance of 661.58 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence along said West line, N.00°18'11"W., a distance of 4.00 feet to the South Maintained Right of Way of said Weiberg Road, according to the Polk County Maintained Right of Way Map of EDWARDS ROAD, recorded in Map Book 1, Pages 24 through 26 of the Public Records of Polk County, Florida; thence along said South Maintained Right of Way the following eight (8) courses: 1) N.89°28'09"E., a distance of 286.39 feet; 2) N.88°19'25"E., a distance of 100.02 feet; 3) N.89°28'09"E., a distance of 100.00 feet; 4) N.89°10'58"E., a distance of 100.00 feet; 5) N.89°45'21"E., a distance of 100.00 feet; 6) N.89°10'58"E., a distance of 300.00 feet; 7) N.89°45'21"E., a distance of 100.00 feet; 8) N.89°28'09"E., a distance of 236.77 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of said Southeast 1/4; thence along said East line, S.00°18'04"E., a distance of 7.00 feet to the South Right of Way of said Weiberg Road per deed exception; thence along said South Right of Way, N.89°28'09"E., a distance of 661.58 feet to the East line of said Southeast 1/4; thence along said East line, N.00°18'00"W., a distance of 12.47 feet to the South Maintained Right of Way of Edwards Road, according to the Polk County Maintained Right of Way Map of EDWARDS ROAD, recorded in Map Book 10, Pages 31 through 36 of said Public Records; thence along said South Maintained Right of Way the following five (5) courses: 1) N.89°52'50"E., a distance of 103.42 feet; 2) S.88°58'26"E., a distance of 100.04 feet; 3) S.87°15'31"E., a distance of 100.18 feet; 4) N.89°52'50"E., a distance of 300.01 feet; 5) N.88°18'09"E., a distance of 52.06 feet to the East line of the West 1/4 of the Southwest 1/4 of said Section 23; thence along said East line, S.00°19'44"E., a distance of 2648.18 feet to the South line of said Southwest 1/4; thence along said South line, S.89°03'20"W., a distance of 656.92 feet to the Southeast corner of said Section 22; thence along aforesaid East line of the Southeast 1/4 of Section 22, N.00°18'00"W., a distance of 667.68 feet to the South line of the North 1/2 of the Southeast 1/4 of said Southeast 1/4; thence along said South line, S.89°29'41"W., a distance of 1323.08 feet to the West line of the Southeast 1/4 of said Southeast 1/4; thence along said West line, S.00°18'07"E., a distance of 667.49 feet to the South line of the Southwest 1/4 of said Southeast 1/4; thence along said South line, S.89°30'12"W., a distance of 1323.06 feet to the **POINT OF BEGINNING**.

Containing 210.971 acres, more or less.



### Phase 2:

**DESCRIPTION:** (As prepared by GeoPoint Surveying, Inc.)

The West 3/4s of the South 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, LESS Right of Way for Weiberg Road, being more particularly described as follows:

**COMMENCE** at the Northwest corner of said Northeast 1/4, run thence along the West boundary of said Northeast 1/4, S 00°21'58" E, a distance of 1996.70 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4, and the **POINT OF BEGINNING**; thence along the North boundary of said South 1/4, N 89°25'42" E, a distance of 1985.32 feet to the East boundary of the Southwest 1/4 of the Southeast 1/4 of said Northeast 1/4; thence along said East boundary, S 00°18'57" E, a distance of 654.17 feet to the North Maintained Right of Way of Weiberg Road, according to the Polk County Maintained Right of Way Map of Edwards Road, recorded in Map Book 1, Pages 24 through 26, of the Public Records of Polk County, Florida; thence along said North Maintained Right of Way the following eleven (11) courses: 1) S 89°45'21" W, a distance of 36.87 feet; 2) S 89°10'58" W, a distance of 100.00 feet; 3) S 89°45'21" W, a distance of 100.00 feet; 4) S 88°53'47" W, a distance of 100.00 feet; 5) S 89°28'09" W, a distance of 200.00 feet; 6) S 88°53'47" W, a distance of 100.00 feet; 7) S 89°28'09" W, a distance of 100.00 feet; 8) N 89°57'28" W, a distance of 200.01 feet; 9) S 89°28'09" W, a distance of 100.00 feet; 10) S 89°10'58" W, a distance of 100.00 feet; 11) N 89°57'28" W, a distance of 186.29 feet to the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4; thence along said East boundary, N 00°20'57" W, a distance of 5.64 feet to the North Right of Way of Weiberg Road by deed exception, being 20.00 feet North of and parallel with the South boundary of said Northeast 1/4; thence along said North Right of Way, S 89°28'09" W, a distance of 661.58 feet to aforesaid West boundary of the Northeast 1/4; thence along said West boundary, N 00°21'58" W, a distance of 645.57 feet to the **POINT OF BEGINNING**.

Containing 29.682 acres, more or less.

**Exhibit B**  
**Fiscal Year 2024/2025 General Fund Budget**



***Weiberg Road***  
***Community Development District***

***Adopted Budget***  
***FY2025***



# Table of Contents

1 General Fund

2-4 General Fund Narrative

**Weiberg Road**  
**Community Development District**  
**Adopted Budget**  
**General Fund**

Description	Adopted Budget FY2024	Actuals Thru 5/31/24	Projected Next 4 Months	Projected Thru 9/30/24	Adopted Budget FY2025
<b>Revenues</b>					
Developer Contributions	\$ 264,292	\$ 80,000	\$ 23,476	\$ 103,476	\$ 359,492
Boundary Amendment Contributions	\$ -	\$ 27,675	\$ -	\$ 27,675	\$ -
<b>Total Revenues</b>	<b>\$ 264,292</b>	<b>\$ 107,675</b>	<b>\$ 23,476</b>	<b>\$ 131,151</b>	<b>\$ 359,492</b>
<b>Expenditures</b>					
<u>General &amp; Administrative</u>					
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 3,200	\$ 7,200	\$ 12,000
Engineering	\$ 15,000	\$ 12,155	\$ 3,600	\$ 15,755	\$ 15,000
Attorney	\$ 25,000	\$ 13,946	\$ 4,000	\$ 17,946	\$ 25,000
Annual Audit	\$ 4,000	\$ 3,600	\$ -	\$ 3,600	\$ 3,700
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -	\$ 4,042
Management Fees	\$ 37,500	\$ 25,000	\$ 12,500	\$ 37,500	\$ 38,000
Information Technology	\$ 1,800	\$ 1,200	\$ 600	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 800	\$ 400	\$ 1,200	\$ 1,200
Postage & Delivery	\$ 1,000	\$ 118	\$ 200	\$ 318	\$ 750
Insurance	\$ 5,500	\$ 5,200	\$ -	\$ 5,200	\$ 6,000
Copies	\$ 1,000	\$ -	\$ 250	\$ 250	\$ 1,000
Legal Advertising	\$ 15,000	\$ 10,344	\$ 1,500	\$ 11,844	\$ 15,000
Boundary Amendment Expenses	\$ -	\$ 27,675	\$ -	\$ 27,675	\$ -
Other Current Charges	\$ 5,000	\$ 314	\$ 314	\$ 629	\$ 4,250
Office Supplies	\$ 625	\$ 19	\$ 40	\$ 59	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 139,292</b>	<b>\$ 104,547</b>	<b>\$ 26,604</b>	<b>\$ 131,151</b>	<b>\$ 138,992</b>
<u>Operations &amp; Maintenance</u>					
Playground Lease	\$ 50,000	\$ -	\$ -	\$ -	\$ 36,500
Security	\$ -	\$ -	\$ -	\$ -	\$ 34,000
Field Contingency	\$ 75,000	\$ -	\$ -	\$ -	\$ 150,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 220,500</b>
<b>Total Expenditures</b>	<b>\$ 264,292</b>	<b>\$ 104,547</b>	<b>\$ 26,604</b>	<b>\$ 131,151</b>	<b>\$ 359,492</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 3,129</b>	<b>\$ (3,129)</b>	<b>\$ -</b>	<b>\$ -</b>

# Weiberg Road

## Community Development District

### General Fund Narrative

#### **Revenues:**

##### *Developer Contributions*

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

#### **Expenditures:**

##### **General & Administrative:**

##### *Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting paid to each Supervisor for the time devoted to District business and meetings.

##### *Engineering*

The District's engineer, Dewberry Engineers, Inc., provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### *Attorney*

The District's legal counsel, Kilinski|Van Wyk, PLLC, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

##### *Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### *Assessment Administration*

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### *Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

##### *Dissemination*

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

# **Weiberg Road**

## **Community Development District**

### **General Fund Narrative**

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Postage & Delivery

The District incurs charges for mailing, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

# Weiberg Road Community Development District General Fund Narrative

## Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

## **Operations & Maintenance:**

### Playground Lease

Represents the estimated cost of leasing playground equipment.

### Security

Represents the estimated cost of monthly security services for the District's amenity facilities as well as maintaining security system in place.

### Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year for field related items.

# SECTION VII

# SECTION B



# SECTION 1



**Sent Via Email: jburns@gmscfl.com**

September 13, 2024

Ms. Jillian Burns, District Manager  
 Weiberg Road Community Development District  
 c/o Governmental Management Services  
 219 East Livingston Street  
 Orlando, Florida 32801

**Subject: Work Authorization to Provide Professional Consulting Services  
 Weiberg Road Community Development District  
 Interim District Engineering Services  
 Town of Dundee and Polk County, Florida**

Dear Ms. Burns:

Dewberry Engineers Inc. is pleased to submit this Work Authorization to provide interim professional consulting services for the Weiberg Road Community Development District (CDD). The parcels within the CDD are identified as Polk County Parcel ID Numbers 272821-000000-023010, 272821-000000-021030, 272821-831500-002010, 272821-831500-001010, 272821-831500-001110, 272821-000000-021040, 272821-000000-021010, 272822-000000-041040, 272822-000000-021030, 272822-000000-021010, 272823-000000-043030, 272823-000000-044010, 272822-000000-021020, 272822-000000-041010, 272822-000000-012040, and 272822-000000-014020, and consist of approximately 298 acres in the Town of Dundee and the unincorporated area of Polk County, Florida.

With this information in mind, we propose the following tasks and corresponding fees:

**I. Interim General Engineering Services**

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District’s Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2025 only. We estimate a budget of \$15,000, plus other direct costs.

**II. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner’s responsibility and have not been accounted for in this proposal. We estimate a budget of \$500.

Ms. Jillian Burns  
Weiberg Road CDD  
September 13, 2024

This Work Authorization, together with the referenced Interim Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.  
Sincerely,



Reinardo Malavé, P.E.  
Associate Vice President

*RM:ap*

*M:\Proposals - Public\Municipal\Weiberg Road CDD\Weiberg Road CDD Interim District Engineering Services\_09-13-2024*

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Weiberg Road Community Development District

Date: \_\_\_\_\_

# SECTION C

# SECTION 1

# Weiberg Road Community Development District

## Summary of Check Register

July 18, 2024 to September 14, 2024

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund	8/1/24	110-113	\$ 800.00
	8/7/24	114	\$ 699.94
	8/14/24	115	\$ 3,378.22
	8/28/24	116	\$ 5,408.00
	9/10/24	117	\$ 785.00
<b>Total Amount</b>			<b>\$ 11,071.16</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/01/24	00007	7/24/24	BH072420	202407	310	51300	11000		SUPERVISOR FEES-07/24/24 BOBBIE HENLEY	*	200.00	200.00	000110
8/01/24	00012	7/24/24	CC072420	202407	310	51300	11000		SUPERVISOR FEES-07/24/24 CHARLES CAVARETTA	*	200.00	200.00	000111
8/01/24	00008	7/24/24	DA072420	202407	310	51300	11000		SUPERVISOR FEES-07/24/24 DANIEL ARNETTE	*	200.00	200.00	000112
8/01/24	00006	7/24/24	LS072420	202407	310	51300	11000		SUPERVISOR FEES-07/24/24 LAUREN SCHWENK	*	200.00	200.00	000113
8/07/24	00013	7/31/24	00065828	202407	310	51300	48000		NOT PUBLIC HEARING FY25 GANNETT MEDIA CORP DBA	*	699.94	699.94	000114
8/14/24	00001	8/01/24	25	202408	310	51300	34000		MANAGEMENT FEES-AUG24	*	3,125.00		
		8/01/24	25	202408	310	51300	35200		WEBSITE ADMIN-AUG24	*	100.00		
		8/01/24	25	202408	310	51300	35100		INFORMATION TECH-AUG24	*	150.00		
		8/01/24	25	202408	310	51300	51000		OFFICE SUPPLIES	*	2.53		
		8/01/24	25	202408	310	51300	42000		POSTAGE	*	.69		
									GOVERNMENTAL MANAGEMENT SERVICES			3,378.22	000115
8/28/24	00002	8/19/24	24458	202408	300	15500	10000		FY25 INSURANCE POLICY EGIS INSURANCE ADVISORS, LLC	*	5,408.00	5,408.00	000116
9/10/24	00009	8/30/24	22419324	202407	310	51300	31100		ENGINEERING SVCS-JUL24 DEWBERRY ENGINEERS INC.	*	785.00	785.00	000117
TOTAL FOR BANK A											11,071.16		
TOTAL FOR REGISTER											11,071.16		

WBGR WEIBERG ROAD KCOSTA

# SECTION 2



***Weiberg Road***  
***Community Development District***

***Unaudited Financial Reporting***  
***August 31, 2024***



# Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Month to Month</u>

**Weiberg Road**  
**Community Development District**  
**Combined Balance Sheet**  
**August 31, 2024**

		<i>General Fund</i>
<b>Assets:</b>		
<b>Cash:</b>		
Operating Account	\$	6,394
Due from Developer	\$	21,250
Prepaid Expenses	\$	5,408
<b>Total Assets</b>	<b>\$</b>	<b>33,052</b>
<b>Liabilities:</b>		
Accounts Payable	\$	785
<b>Total Liabilities</b>	<b>\$</b>	<b>785</b>
<b>Fund Balance:</b>		
Unassigned	\$	32,267
<b>Total Fund Balances</b>	<b>\$</b>	<b>32,267</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>33,052</b>

**Weiberg Road**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2024**

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
<b>Revenues:</b>				
Developer Contributions	\$ 264,292	\$ 120,000	\$ 120,000	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 27,675	\$ 27,675
<b>Total Revenues</b>	<b>\$ 264,292</b>	<b>\$ 120,000</b>	<b>\$ 147,675</b>	<b>\$ 27,675</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 4,800	\$ 6,200
Engineering	\$ 15,000	\$ 13,750	\$ 12,940	\$ 810
Attorney	\$ 25,000	\$ 22,917	\$ 13,946	\$ 8,971
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,600	\$ 400
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 34,375	\$ 34,375	\$ -
Information Technology	\$ 1,800	\$ 1,650	\$ 1,500	\$ 150
Website Maintenance	\$ 1,200	\$ 1,100	\$ 1,100	\$ -
Postage & Delivery	\$ 1,000	\$ 917	\$ 263	\$ 654
Insurance	\$ 5,500	\$ 5,500	\$ 5,200	\$ 300
Copies	\$ 1,000	\$ 917	\$ -	\$ 917
Legal Advertising	\$ 15,000	\$ 13,750	\$ 11,044	\$ 2,706
Boundary Amendment Expenses	\$ -	\$ -	\$ 27,675	\$ (27,675)
Other Current Charges	\$ 5,000	\$ 4,583	\$ 435	\$ 4,148
Office Supplies	\$ 625	\$ 573	\$ 174	\$ 399
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 139,292</b>	<b>\$ 115,206</b>	<b>\$ 117,227</b>	<b>\$ (2,021)</b>
<b>Operations &amp; Maintenance</b>				
Playground Lease	\$ 50,000	\$ 45,833	\$ -	\$ 45,833
Field Contingency	\$ 75,000	\$ 68,750	\$ -	\$ 68,750
<b>Total Operations &amp; Maintenance</b>	<b>\$ 125,000</b>	<b>\$ 114,583</b>	<b>\$ -</b>	<b>\$ 114,583</b>
<b>Total Expenditures</b>	<b>\$ 264,292</b>	<b>\$ 229,790</b>	<b>\$ 117,227</b>	<b>\$ 112,562</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 30,448</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,819</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 32,267</b>	

**Weiberg Road**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Developer Contributions	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 120,000
Boundary Amendment Contributions	\$ -	\$ -	\$ 4,749	\$ 3,319	\$ 16,965	\$ 2,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,675
<b>Total Revenues</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>\$ 4,749</b>	<b>\$ 3,319</b>	<b>\$ 36,965</b>	<b>\$ 2,642</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 147,675</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 600	\$ -	\$ -	\$ 600	\$ 800	\$ 600	\$ 600	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ 4,800
Engineering	\$ 1,123	\$ 610	\$ 6,070	\$ 268	\$ 1,795	\$ 1,565	\$ 725	\$ -	\$ -	\$ 785	\$ -	\$ -	\$ 12,940
Attorney	\$ 565	\$ 406	\$ 546	\$ 2,842	\$ 2,141	\$ 3,096	\$ 3,076	\$ 1,275	\$ -	\$ -	\$ -	\$ -	\$ 13,946
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 34,375
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ 150	\$ -	\$ 1,500
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,100
Postage & Delivery	\$ 1	\$ 1	\$ 21	\$ 3	\$ 59	\$ 3	\$ 16	\$ 15	\$ 54	\$ 90	\$ 1	\$ -	\$ 263
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ 934	\$ 920	\$ -	\$ 321	\$ 1,785	\$ 6,385	\$ -	\$ -	\$ 700	\$ -	\$ -	\$ 11,044
Boundary Amendment Expenses	\$ 4,749	\$ 3,319	\$ 5,686	\$ 11,280	\$ 2,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,675
Other Current Charges	\$ 38	\$ 38	\$ 38	\$ 38	\$ 40	\$ 41	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 435
Office Supplies	\$ 0	\$ 3	\$ 0	\$ 0	\$ 3	\$ 3	\$ 8	\$ 3	\$ 3	\$ 150	\$ 3	\$ -	\$ 174
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 15,825</b>	<b>\$ 8,686</b>	<b>\$ 16,656</b>	<b>\$ 18,405</b>	<b>\$ 11,176</b>	<b>\$ 10,467</b>	<b>\$ 14,225</b>	<b>\$ 9,108</b>	<b>\$ 3,472</b>	<b>\$ 5,790</b>	<b>\$ 3,418</b>	<b>\$ -</b>	<b>\$ 117,227</b>
<b>Operations &amp; Maintenance</b>													
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 15,825</b>	<b>\$ 8,686</b>	<b>\$ 16,656</b>	<b>\$ 18,405</b>	<b>\$ 11,176</b>	<b>\$ 10,467</b>	<b>\$ 14,225</b>	<b>\$ 9,108</b>	<b>\$ 3,472</b>	<b>\$ 5,790</b>	<b>\$ 3,418</b>	<b>\$ -</b>	<b>\$ 117,227</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 4,175</b>	<b>\$ 11,314</b>	<b>\$ (11,907)</b>	<b>\$ (15,086)</b>	<b>\$ 25,790</b>	<b>\$ (7,825)</b>	<b>\$ (14,225)</b>	<b>\$ 10,893</b>	<b>\$ 16,528</b>	<b>\$ (5,790)</b>	<b>\$ 16,582</b>	<b>\$ -</b>	<b>\$ 30,448</b>