

INDIGO COMMUNITY  
DEVELOPMENT DISTRICT

NOVEMBER 17, 2021

AGENDA PACKAGE

## *AGENDA*

**Indigo Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

[www.IndigoCDD.com](http://www.IndigoCDD.com)

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November 10, 2021

Board of Supervisors

Indigo Community Development District

**Call In # 1-800-264-8432 Code 752807**

Dear Board Members:

The Indigo Community Development District Board of Supervisors Meeting is scheduled to be held on **Wednesday, November 17, 2021 at 1:00 p.m. at the Holiday Inn Daytona Beach LPGA Boulevard, 137 Automall Circle, Daytona Beach, Florida 32124.**

Following is the revised agenda for the meeting:

- I. Roll Call
- II. Public Comment (Limited to 3 minutes per person)
- III. Ratification of Transfer of Client Matters to Kutak Rock LLP
- IV. Consideration of Financing Matters for Phases B1/C1
  - A. Public Hearing for the Purpose of Imposing Special Assessments
  - B. Consideration of Resolution 2022-01
- V. Approval of Minutes of the September 22, 2021 Meeting
- VI. Ratification of Engagement Letter with Grau & Associates for the Fiscal Year 2021 Audit
- VII. Staff Reports
  - A. District Counsel
    1. Memo re: Legal Notices
    2. Memo re: Prompt Payment Policies
    3. Memo re: Public Records Exemptions
    4. Memo re: Stormwater Management Needs Analysis
  - B. District Engineer – Consideration of Proposal for Preparation of a Stormwater Needs Analysis Report
  - C. District Manager
  - D. Field Operations Manager
- VIII. Supervisors' Requests and Public Comment (Limited to 3 minutes per person)

- IX. Approval of Check Register
- X. Financial Statements as of October 31, 2021
- XI. Next Scheduled Meeting – Wednesday, January 26, 2022 at 1:00 p.m. at the Holiday Inn Daytona LPGA Boulevard, 137 Automall Circle, Daytona Beach, Florida
- XII. Adjournment



### *THIRD ORDER OF BUSINESS*

# Hopping Green & Sams

Attorneys and Counselors

October 19, 2021

VIA EMAIL

James A. Perry, District Manager

[JPerry@gmsnf.com](mailto:JPerry@gmsnf.com)

John McCarthy, Chairperson

[battleax@cfl.rr.com](mailto:battleax@cfl.rr.com)

**RE: Indigo Community Development District ("Client")**

**JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP**

Dear Jim/John,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

**1. ALTERNATIVE #1.** The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

DocuSigned by:

*John McCarthy*

10/27/2021

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**(Please sign if you want Alternative #1; [DATE]  
otherwise, do not sign on this line.)**

**2. ALTERNATIVE #2.** If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

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(Please sign here if you have [DATE]  
given instructions under Alternative  
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to [JasonM@hgslaw.com](mailto:JasonM@hgslaw.com) [MarkS@hgslaw.com](mailto:MarkS@hgslaw.com) [katieb@hgslaw.com](mailto:katieb@hgslaw.com) and [KimH@hgslaw.com](mailto:KimH@hgslaw.com).

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: October 19, 2021

## *FOURTH ORDER OF BUSINESS*

*B.*

## **RESOLUTION 2022-01**

### **[PHASE B1 & C1 DEVELOPMENT]**

**A RESOLUTION OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE CAPITAL IMPROVEMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### **RECITALS**

**WHEREAS**, Indigo Community Development District (“District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadway improvements, stormwater management improvements, utilities (water, sewer, reclaimed water), landscaping, irrigation and signage improvements, and undergrounding of electrical distribution and street lighting, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue capital improvement revenue bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the Project (“Project”), the nature and location of which was initially described in Resolution 2021-08 and is shown in the *Integrated LPGA – Phase B1 & C1 Engineer’s Report*, dated June 24, 2021 (“Engineer’s Report”), and which Project’s plans and specifications are on file in the District’s records office at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, phone (904) 940-5850; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Capital Improvement Revenue Bonds, in one or more series (“Bonds”).

(g) By Resolution 2021-08, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2021-08 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2021-08, said Resolution 2021-08 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2021-08, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-09 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to: (i) the propriety and advisability of making the infrastructure improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On November 17, 2021, at the time and place specified in Resolution 2021-09 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties within the District specially benefited thereby using the method determined by the Board set forth in the *Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds – Phase B1 & C*, dated September 15, 2021 ("Assessment Report") attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein ("Special Assessments"); and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.



(v) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Capital Improvement Plan are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt service when due;

**SECTION 3. AUTHORIZATION OF PROJECT.** That certain Project for construction of infrastructure improvements initially described in Resolution 2021-08, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Special Assessments on parcels specially benefited by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special

Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

## **SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments or a portion of the remaining balance of the Special Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* ("Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such special assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Volusia County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

## **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Assessment Report, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth ("True-Up Methodology"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the majority landowners and developers in the District intend to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvement Plan, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvement Plan, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this

Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Project funded by the corresponding series of Bonds issued or to be issued.

**SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES.** Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon) or property owner's association, all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Volusia County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 12. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[CONTINUED ON FOLLOWING PAGE]

**APPROVED AND ADOPTED THIS 17<sup>TH</sup> DAY OF NOVEMBER, 2021.**

**INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/ Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** *Integrated LPGA – Phase B1 & C1 Engineer’s Report, dated June 24, 2021*

**Exhibit B:** *Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds – Phase B1 & C, dated September 15, 2021*

# **EXHIBIT A**

# Indigo Community Development District Integrated LPGA – Phase B1 & C1 ENGINEER'S REPORT

**Prepared For**

Indigo Community Development District

**Date**

June 24, 2021



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 28567

# Indigo Community Development District Integrated LPGA – Phase B1 & C1

## ENGINEER'S REPORT

City of Daytona Beach, Florida

**Prepared For:**

Indigo Community Development District

**Date:**

June 24, 2021





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Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
Engineer's Report for Capital Improvements

Exhibits

<i>Exhibit 1</i>	<i>Indigo CDD Map</i>
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<i>Exhibit 6</i>	<i>Proposed Public and Private Uses within the CDD Phase C1</i>
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<i>Exhibit 18</i>	<i>Wastewater Collection System Phase C1</i>
<i>Exhibit 19</i>	<i>Estimate of Probable Capital Improvement Costs</i>

**Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
Engineer's Report for Capital Improvements**

## ***Section 1 Introduction***

### ***1.1. Background***

The Engineer's Report for Capital Improvements (the "Report") for the Integrated LPGA Phase B1 & C1 of the Indigo Community Development District (the "District") has been prepared to assist with the financing and construction of capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan") pursuant to requirements of the City of Daytona Beach and Volusia County, Florida.

Capital Improvements reflected in this Report represent, and are limited to, the current Capital Improvement Plan for the Integrated LPGA Phase B1 & C1 (the "Development") portion of the District. The majority of the necessary regulatory approvals have not been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained in the future during the normal design and permitting processes. To the best of our knowledge and belief, it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

### ***1.2. Location and General Description***

The overall Indigo CDD is reflected in Exhibit 1 – Indigo CDD Map and is located in the City of Daytona Beach, Volusia County, Florida. The Integrated LPGA Phase B1 & C1 portion of the District is a 292.30 +/- acre parcel. More specifically, the parcel is located within a portion of Sections 29 and 28, Township 15, Range 32 East lying east of LPGA Blvd., and northwest of US Highway 92. Please refer to Vicinity Map Exhibit 2 and Location Map Exhibit 3. The proposed Phase B1 & C1 project are the final phases of a three (3) phase development of Integrated LPGA and includes approximately 405 single family homes. The Development is part of the overall three (3) phase Integrated LPGA project and is zoned Planned Development (PD). A more detailed breakdown of the anticipated development program is as follows:

Phase B1 Single Family	277 Units
<u>Phase C1 Single Family</u>	<u>128 Units</u>
Total	405 Units

The above unit breakdown is based upon Conceptual Site Plans provided by the developer. The District Boundary Map and Legal Description are included as Exhibit 4A (Phase B1) and 4B (Phase C1).

### ***1.3. District Purpose and Scope***

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. All, or a portion of, the infrastructure improvements will be financed (1) with the proceeds of bonds issued by the District

**Indigo Community Development District  
Integrated LPGA Phase B1 & C1  
Engineer's Report for Capital Improvements**

and/or (2) by the Developer.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

***1.4. Description of Land Use***

The lands within the District encompass approximately 292.30 +/- acre. Based on the current PD zoning for the property, the development program currently consists of 405 single family homes. The approved land uses within the District include the following areas outlined in the table below. Exhibits 5 and 6 provide the location of the development uses below.

Proposed Development	Approximate Acres
Private (Single Family Lots)	45.86
Stormwater	52.12
Open Space	57.64
Right-of-Way Tracts	23.23
Utility Tracts	0.10
Conservation Area & Wetlands	33.24
Power Line Easement/Open Space	80.11
<b>Total Acres</b>	<b>292.30</b>

***Section 2 Government Actions***

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in the City of Daytona Beach with work being completed within Volusia County.

Permitting Agencies & Permits Required

1. City of Daytona Beach
  - a. Planned Development Rezoning
  - b. Final Plat/Subdivision Construction Plans
2. FDOT
  - a. Utility Connection Permit – Potable Water Connection to watermain within US HWY 92
3. St. Johns River Water Management District (SJRWMD)
  - a. Environmental Resource Permit
    - i. Final Engineering for Onsite and Offsite Improvements

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- b. Water Use Permit (Dewatering)
    - i. Mass Grading/Master Storm
    - ii. Final Engineering for Onsite and Offsite Improvements
4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System via Volusia County Health Department
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
5. Federal Emergency Management Agency
  - a. Letter of Map Revision
6. Army Corp of Engineers
  - a. Dredge and Fill Permit
7. Florida Fish and Wildlife Conservation Commission (FWC)

### ***Section 3 Infrastructure Benefit***

The District will fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network and utility improvements, and perimeter landscape and irrigation improvements within the District boundary. However some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is undeveloped, with the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District.

### ***Section 4 Capital Improvement Plan***

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and sanitary sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable water main, reclaimed water main and sanitary sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5 through 18. Exhibit 19 details the Cost Opinion for the District's capital improvement plan.

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The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.

## ***Section 5 Description of Capital Improvement Plan***

### ***5.1 Roadway Improvements***

As indicated above, the District will fund all roadway construction internal and external to the District consisting of local subdivision roadways and the extension of Grand Champion Boulevard. The costs for such improvements are included on Exhibit 19. Exhibits 5 and 6 - Proposed Public and Private Uses within the CDD provide a graphical representation of the proposed roadway improvements. The local roadways may or may not be open to the public.

### ***5.2 Stormwater Management***

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with City of Daytona Beach and the St Johns River Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibits 9 and 10, Drainage Map for Phase B1 and C1, provide a graphical representation of the currently proposed stormwater management system.

### ***5.3 100-Year Floodplain***

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panel 12127C0363H dated February 19, 2014, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone AH – 100-year floodplain with an established base flood elevation that varies between 23.0' and 26.0' NAVD 88. Exhibits 11 and 12, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within a mapped floodplain would require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SJRWMD and City of Daytona Beach, any filled areas below the floodplain will require mitigation in the form of compensating storage.

### ***5.4 Master Infrastructure***

#### ***5.4.1 Primary Roadways***

Based on the current concept plan for the District, the roadway improvements include approximately 23.23 acres of road rights-of-way and will define the major ingress and egress points throughout the Development. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibits 5 through 8. In addition to the onsite roadways, a roadway connection to existing Grande Champion Boulevard is included in the Master Infrastructure serving the District.

#### ***5.4.2 Potable Water Distribution System***

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The District may fund the construction of the water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete. The water mains within the District will be sized to provide water to the residents of the District and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). Exhibits 13 and 14, Potable Water Distribution System, provides a graphical representation of the contemplated water mains to be constructed within the District.

***5.4.3 Reclaimed Water Distribution System***

The District may fund the construction of the reclaimed water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be required to be designed and constructed based on an approved MUP. Exhibits 15 and 16, Reclaimed Water Distribution System, provides a graphical representation of the existing and proposed offsite reclaimed water system and onsite system contemplated within the District.

***5.4.4 Wastewater System***

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the City of Daytona Beach once it has been certified complete by the District. The sewer collection mains, lift station and force mains serving the District will be sized to provide wastewater service to the residents and of the District, and will be required to be designed and constructed based on an approved MUP. Exhibits 17 and 18, Wastewater Collection System, provides a graphical representation of the proposed offsite wastewater system and onsite system contemplated within the District.

***5.4.5 Landscape, Irrigation & Hardscape***

The District will fund landscape, irrigation and hardscape construction within Grand Champion Boulevard right-of-way which may include roadway street trees and landscaping, master signage, way finding signage through the development, entry hardscape features, and entry landscape and hardscape. The District will own and maintain foregoing improvements.

***5.4.6 Undergrounding of Electrical Distribution and Street Lights***

Most, if not all, District constructed Master Infrastructure will include underground electric and street lighting. The street lighting system will be constructed in cooperation with the City of Daytona Beach, Florida Power & Light, and the Developer. The District will fund the cost to trench the underground installation only. Any leasing and monthly service charges associated with the street lighting fixtures along roadways within the District will not be financed through bond proceeds. Florida Power and Light and the appropriate community entity will own and maintain the electric and street light infrastructure.

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***5.5 Professional and Inspection Fees***

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, planning, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the District Capital Improvement Plan.

***Section 6 Ownership and Maintenance***

Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	City	City
Master Stormwater Management System	District	District
Potable Water Distribution System	City	City
Sanitary Sewer System	City	City
Reclaimed Water Distribution System	City	City
Grand Champion Blvd. Landscaping, Irrigation and Signage	District <sup>(1)</sup>	District/HOA
Undergrounding of Electrical Distribution & Street Lighting	Florida Power & Light	Florida Power & Light

(1) Per Use Agreement with City of Daytona Beach

***Section 7 Roadway Rights-of-Way, Stormwater Management  
Ponds and Other Open Spaces***

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District, HOA or other Public entity at no cost.

***Section 8 Estimate of Probable Capital Improvement Costs***

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 19. Costs associated with construction of the improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. A reasonable project contingency was included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

***Section 9 Conclusions and Summary Opinion***



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The Capital Improvement Plan (CIP) as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's CIP are based on the Integrated LPGA Phase B1 and C1 Conceptual Site Plans as provided by the Developer. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

**As District Engineer:  
Poulos & Bennett, LLC**

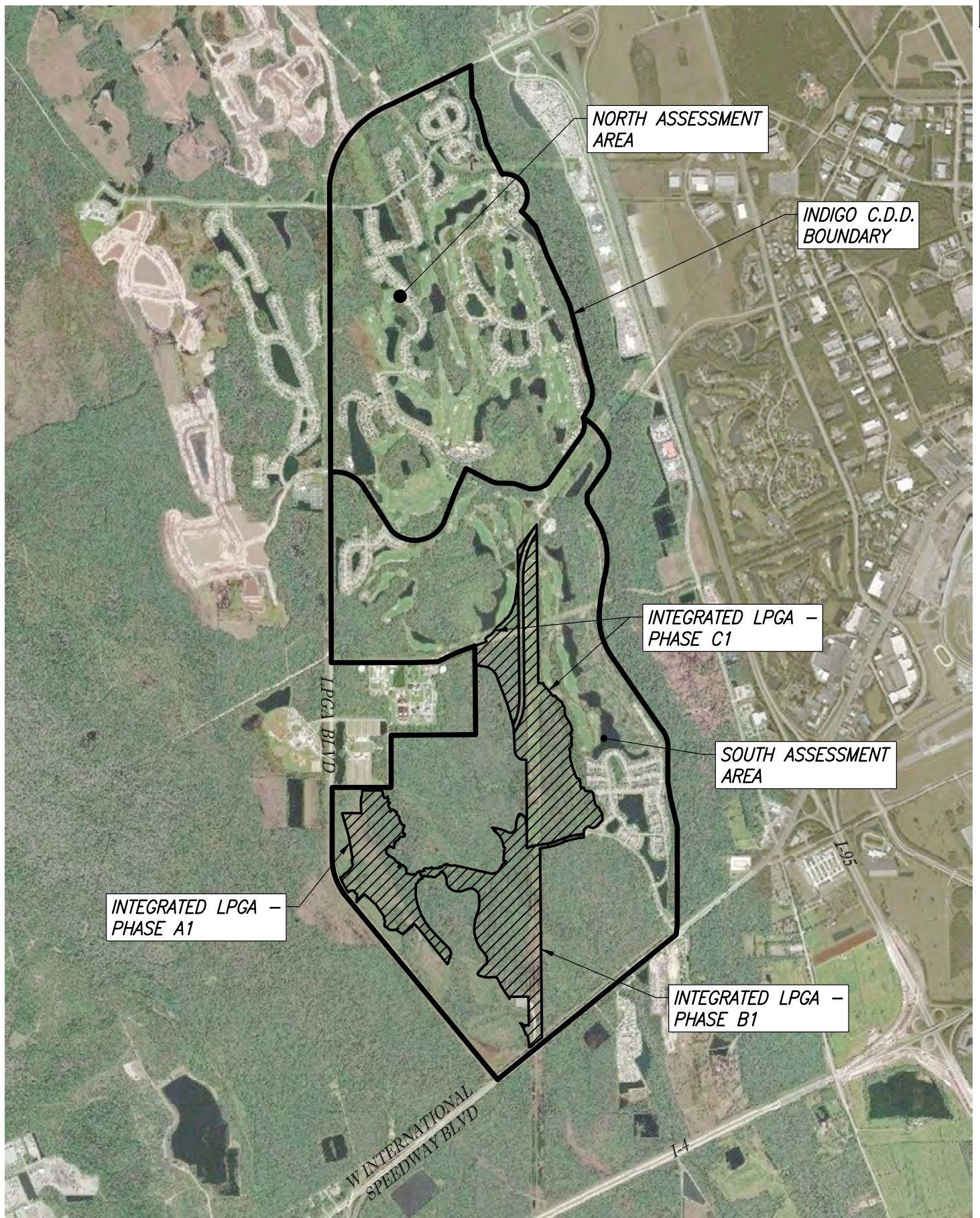


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Marc D. Stehli, PE  
State of Florida Professional Engineer No. 52781

# Exhibits





Indigo CDD Map

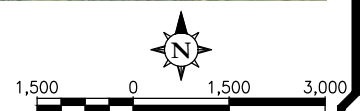
## Integrated LPGA Phase B1 & C1

June 24, 2021  
P & B Job No.: 18-015

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

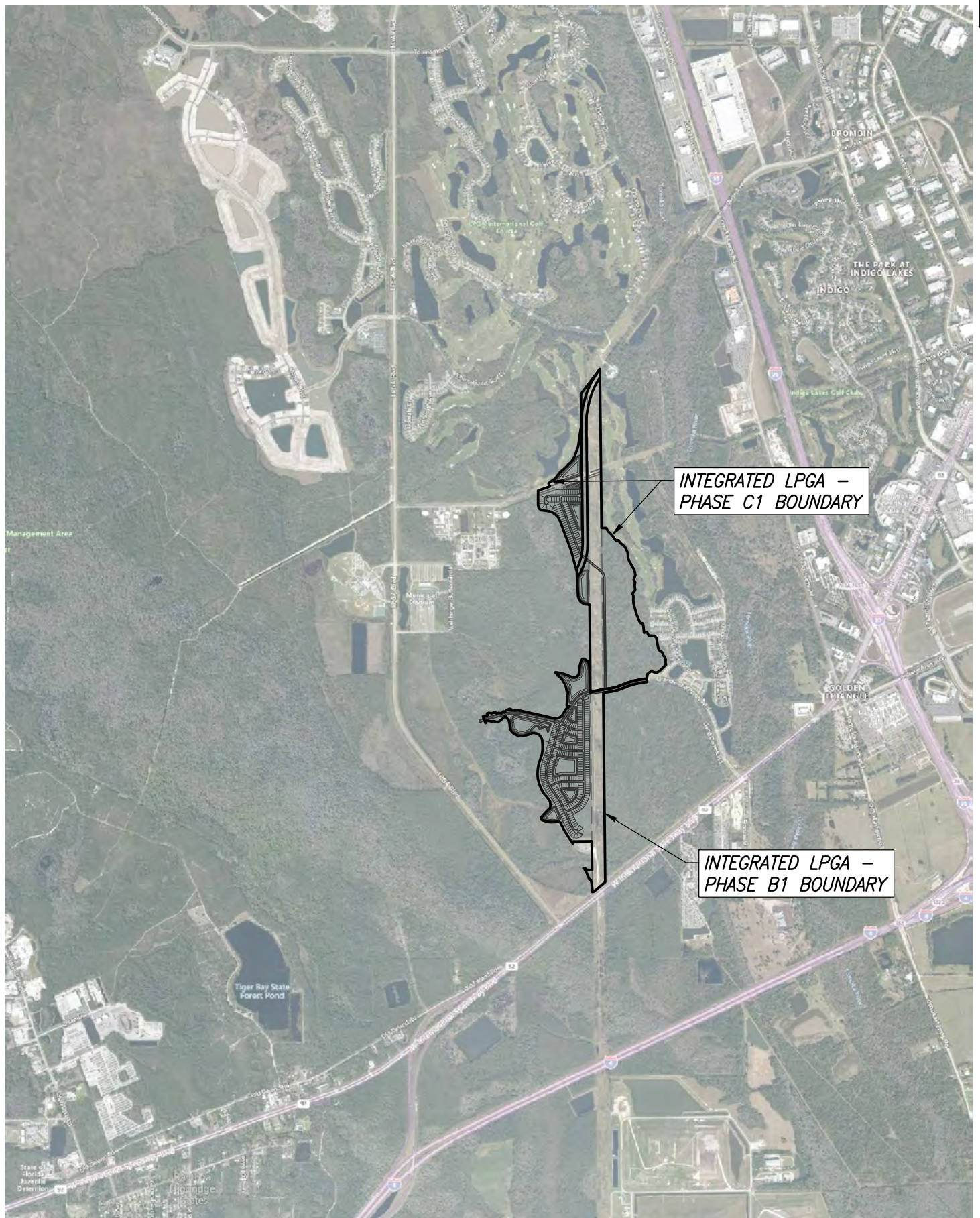
www.poulosandbennett.com  
Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 1





Vicinity Map

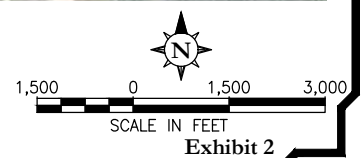
## Integrated LPGA Phase B1 & C1

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P & B Job No.: 19-170

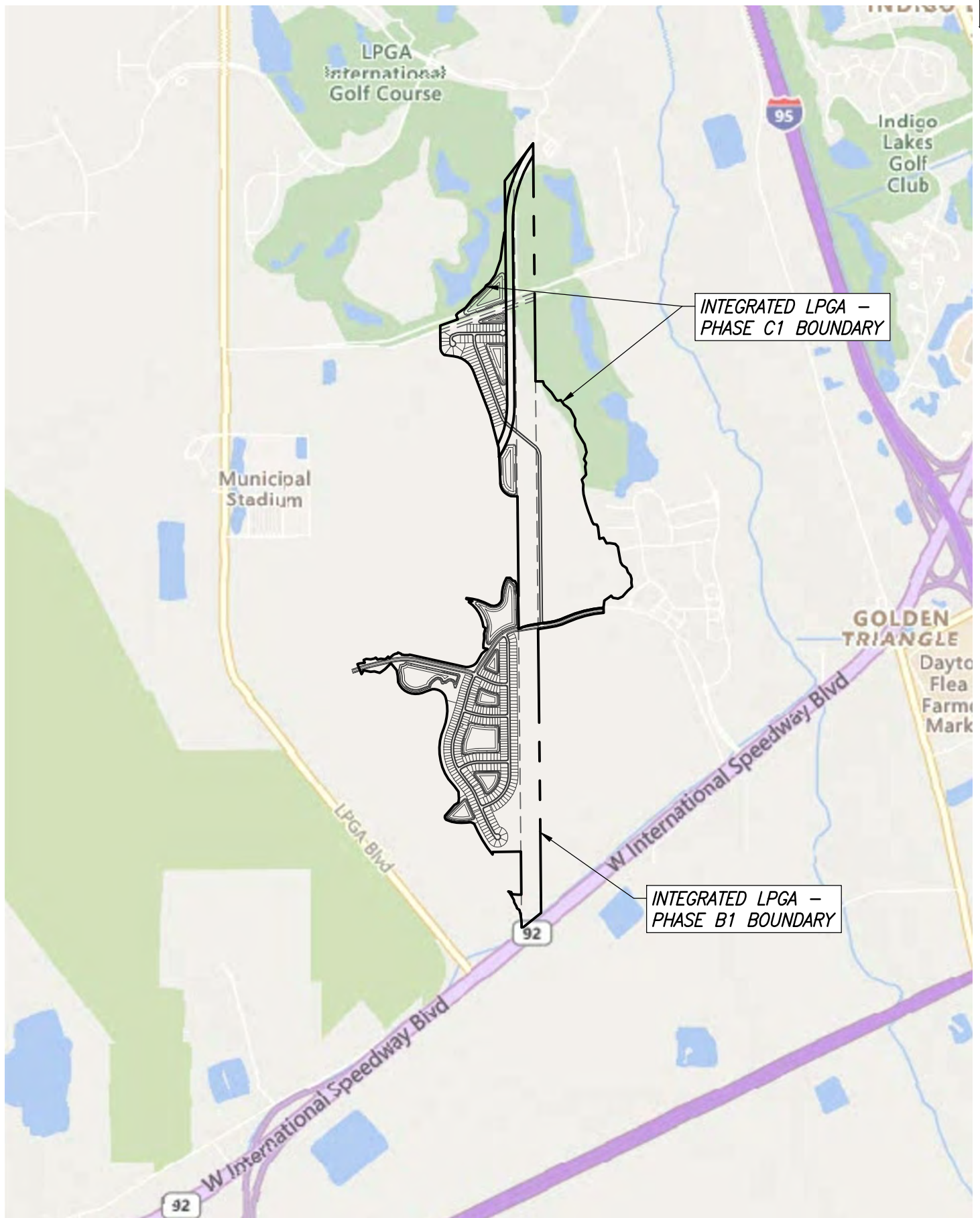
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Location Map

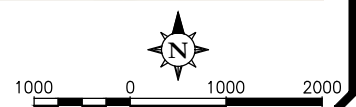
## Integrated LPGA Phase B1 & C1

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SCALE IN FEET

**Exhibit 3**

A PORTION OF SECTIONS 28, 29 AND 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, SAID POINT ALSO LYING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1670.00 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 578.55 FEET; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6466, PAGE 1756: WESTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 581.49 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1040.00 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 286.55 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'13" FOR AN ARC DISTANCE OF 287.46 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 186.99 FEET TO THE EASTERLY LINE OF A 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 4410.40 FEET ALONG SAID EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 92; THENCE RUN SOUTH 50°57'10" WEST FOR A DISTANCE OF 352.33 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE RUN SOUTH 74°43'54" WEST FOR A DISTANCE OF 30.03 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF SAID TRANSMISSION LINE EASEMENT; THENCE RUN ALONG SAID WEST LINE, NORTH 00°36'07" WEST FOR A DISTANCE OF 71.36 FEET TO THE EAST PROPERTY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7210 PAGE 4497; THENCE RUN ALONG SAID EAST PROPERTY LINE THE FOLLOWING COURSES: NORTH 06°26'24" WEST FOR A DISTANCE OF 46.49 FEET; THENCE RUN NORTH 08°26'39" WEST FOR A DISTANCE OF 45.45 FEET; THENCE RUN NORTH 02°32'04" WEST FOR A DISTANCE OF 35.62 FEET; THENCE RUN NORTH 16°06'35" WEST FOR A DISTANCE OF 79.39 FEET; THENCE RUN NORTH 57°15'53" WEST FOR A DISTANCE OF 40.37 FEET; THENCE RUN SOUTH 47°18'36" WEST FOR A DISTANCE OF 2.35 FEET; THENCE RUN NORTH 15°37'06" WEST FOR A DISTANCE OF 36.89 FEET; THENCE RUN NORTH 27°54'40" WEST FOR A DISTANCE OF 68.29 FEET; THENCE RUN NORTH 12°50'14" WEST FOR A DISTANCE OF 42.55 FEET; THENCE RUN NORTH 29°37'26" WEST FOR A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 32°17'02" WEST FOR A DISTANCE OF 52.65 FEET; THENCE RUN NORTH 47°49'10" WEST FOR A DISTANCE OF 20.99 FEET; THENCE RUN SOUTH 78°32'28" EAST FOR A DISTANCE OF 48.10 FEET; THENCE RUN SOUTH 20°36'46" EAST FOR A DISTANCE OF 37.92 FEET; THENCE RUN SOUTH 85°58'49" EAST FOR A DISTANCE OF 91.44 FEET; THENCE RUN NORTH 88°26'38" EAST FOR A DISTANCE OF 50.54 FEET TO THE WEST LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 668.93 FEET ALONG THE WEST LINE OF SAID EASEMENT TO THE NORTHEAST CORNER OF THE PROPERTY OF FLORIDA POWER AND LIGHT COMPANY, AS RECORDED, IN OFFICIAL RECORDS BOOK 3783 PAGE 2241; THENCE RUN ALONG NORTH LINE OF SAID PROPERTY, SOUTH 89°23'54" WEST FOR A DISTANCE OF 439.97 FEET; THENCE ALONG THE WEST LINE OF SAID PROPERTY, RUN SOUTH 00°45'07" EAST FOR A DISTANCE OF 42.20 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799 PAGE 2835, AND A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2104.21 FEET, WITH A CHORD BEARING OF NORTH 30°52'35" WEST, AND A CHORD DISTANCE OF 559.40 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY LINE; NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'38" FOR AN ARC DISTANCE OF 561.06 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 63°42'53" WEST FOR A DISTANCE OF 56.69 FEET; THENCE RUN SOUTH 83°31'09" WEST FOR A DISTANCE OF 66.55 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 610.58 FEET, WITH A CHORD BEARING OF NORTH 82°43'05" WEST, AND A CHORD DISTANCE OF 308.69 FEET; THENCE RUN WESTERLY THROUGH A CENTRAL ANGLE OF 29°17'05" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 312.08 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 49.66 FEET, WITH A CHORD BEARING OF NORTH 13°10'21" WEST, AND A CHORD DISTANCE OF 81.80 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 110°53'38" FOR AN ARC DISTANCE OF 96.12 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 41°43'00" EAST FOR A DISTANCE OF 205.26 FEET; THENCE RUN NORTH 55°19'06" EAST FOR A DISTANCE OF 75.14 FEET; THENCE RUN NORTH 06°47'54" EAST FOR A DISTANCE OF 60.36 FEET; THENCE RUN NORTH 04°00'58" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 36°45'11" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 39°48'10" WEST FOR A DISTANCE OF 143.82 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 834.27 FEET, WITH A CHORD BEARING OF NORTH 05°06'58" WEST, AND A CHORD DISTANCE OF 795.75 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 56°58'06" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 829.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 781.44 FEET, WITH A CHORD BEARING OF NORTH 04°56'01" EAST, AND A CHORD DISTANCE OF 437.57 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 32°31'03" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 443.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 197.27 FEET, WITH A CHORD BEARING OF NORTH 52°18'42" WEST, AND A CHORD DISTANCE OF 274.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'53" FOR AN ARC DISTANCE OF 304.13 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 70°45'21" WEST FOR A DISTANCE OF 109.59 FEET; THENCE RUN SOUTH 69°35'56" WEST FOR A DISTANCE OF 53.57 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 295.07 FEET, WITH A CHORD BEARING OF NORTH 66°38'01" WEST, AND A CHORD DISTANCE OF 411.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°17'12" FOR AN ARC DISTANCE OF 454.66 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 02°40'54" WEST FOR A DISTANCE OF 94.90 FEET; THENCE RUN NORTH 11°13'47" WEST FOR A DISTANCE OF 93.12 FEET; THENCE RUN NORTH 38°53'09" WEST FOR A DISTANCE OF 140.66 FEET; THENCE RUN SOUTH 45°25'02" WEST FOR A DISTANCE OF 127.51 FEET; THENCE RUN SOUTH 52°09'33" WEST FOR A DISTANCE OF 34.82 FEET; THENCE RUN SOUTH 53°20'42" WEST FOR A DISTANCE OF 31.44 FEET; THENCE RUN SOUTH 57°57'33" WEST FOR A DISTANCE OF 38.01 FEET; THENCE RUN NORTH 74°04'21" WEST FOR A DISTANCE OF 84.15 FEET; THENCE RUN SOUTH 83°42'48" WEST FOR A DISTANCE OF 60.34 FEET; THENCE RUN NORTH 78°25'28" WEST FOR A DISTANCE OF 111.37 FEET; THENCE RUN SOUTH 29°41'39" WEST FOR A DISTANCE OF 67.52 FEET; THENCE RUN NORTH 21°10'19" WEST FOR A DISTANCE OF 167.02 FEET; THENCE RUN NORTH 72°18'22" EAST FOR A DISTANCE OF 32.74 FEET; THENCE RUN NORTH 83°07'38" EAST FOR A DISTANCE OF 81.81 FEET; THENCE RUN NORTH 19°54'26" WEST FOR A DISTANCE OF 47.76 FEET; THENCE RUN NORTH 69°10'44" EAST FOR A DISTANCE OF 43.06 FEET; THENCE RUN SOUTH 85°01'25" EAST FOR A DISTANCE OF 70.43 FEET; THENCE RUN NORTH 74°45'24" EAST FOR A DISTANCE OF 55.73 FEET; THENCE RUN NORTH 58°12'49" EAST FOR A DISTANCE OF 25.59 FEET; THENCE RUN SOUTH 51°52'22" EAST FOR A DISTANCE OF 8.77 FEET; THENCE RUN SOUTH 34°18'19" EAST FOR A DISTANCE OF 32.89 FEET; THENCE RUN NORTH 76°29'56" EAST FOR A DISTANCE OF 56.71 FEET; THENCE RUN SOUTH 82°36'17" EAST FOR A DISTANCE OF 65.65 FEET; THENCE RUN NORTH 76°33'03" EAST FOR A DISTANCE OF 6.59 FEET; THENCE RUN NORTH 45°09'08" EAST FOR A DISTANCE OF 59.64 FEET; THENCE RUN SOUTH 35°40'37" EAST FOR A DISTANCE OF 33.20 FEET; THENCE RUN NORTH 46°57'59" EAST FOR A DISTANCE OF 79.52 FEET; THENCE RUN NORTH 65°24'31" EAST FOR A DISTANCE OF 37.50 FEET; THENCE RUN NORTH 86°37'20" EAST FOR A DISTANCE OF 27.73 FEET; THENCE RUN NORTH 34°26'25" EAST FOR A DISTANCE OF 20.22 FEET; THENCE RUN SOUTH 67°24'15" EAST FOR A DISTANCE OF 51.17 FEET; THENCE RUN SOUTH 47°23'46" EAST FOR A DISTANCE OF 21.19 FEET; THENCE RUN NORTH 87°22'06" EAST FOR A DISTANCE OF 17.01 FEET; THENCE RUN SOUTH 67°24'15" EAST FOR A DISTANCE OF 15.44 FEET; THENCE RUN NORTH 88°10'48" EAST FOR A DISTANCE OF 72.30 FEET; THENCE RUN NORTH 72°43'42" EAST FOR A DISTANCE OF 16.51 FEET; THENCE RUN SOUTH 77°25'36" EAST FOR A DISTANCE OF 863.86 FEET TO A POINT ON A NON TANGENT CURVE, THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 207.67 FEET, WITH A CHORD BEARING OF NORTH 70°37'09" EAST AND A CHORD DISTANCE OF 216.99 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 62°59'37" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 228.32 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 29°11'34" EAST FOR A DISTANCE OF 151.69 FEET; THENCE RUN NORTH 49°52'49" EAST FOR A DISTANCE OF 113.64 FEET; THENCE RUN NORTH 76°05'50" WEST FOR A DISTANCE OF 64.34 FEET; THENCE RUN NORTH 00°10'31" WEST FOR A DISTANCE OF 58.52 FEET; THENCE RUN NORTH 08°19'47" EAST FOR A DISTANCE OF 87.62 FEET; THENCE RUN NORTH 03°09'23" WEST FOR A DISTANCE OF 72.80 FEET; THENCE RUN NORTH 15°48'33" EAST FOR A DISTANCE OF 93.31 FEET; THENCE RUN NORTH 59°55'54" WEST FOR A DISTANCE OF 39.33 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 517.12 FEET, WITH A CHORD BEARING OF NORTH 30°37'23" WEST AND A CHORD DISTANCE OF 445.72 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 51°03'25" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 460.81 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 75°11'39" EAST FOR A DISTANCE OF 59.30 FEET; THENCE RUN NORTH 69°13'50" WEST FOR A DISTANCE OF 102.10 FEET; THENCE RUN NORTH 05°39'03" EAST FOR A DISTANCE OF 12.92 FEET TO A POINT ON A NON TANGENT CURVE; CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 906.77 FEET, WITH A CHORD BEARING OF SOUTH 73°29'31" EAST AND A CHORD DISTANCE OF 375.07 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°52'17" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.79 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.08 FEET, WITH A CHORD BEARING OF NORTH 59°08'17" EAST AND A CHORD DISTANCE OF 223.54 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 118°27'51" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 268.95 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 621.35 FEET, WITH A CHORD BEARING OF NORTH 13°19'45" EAST AND A CHORD DISTANCE OF 314.74 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 29°20'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 318.20 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 89°03'07" EAST FOR A DISTANCE OF 55.11 FEET; THENCE RUN SOUTH 44°06'41" EAST FOR A DISTANCE OF 58.49 FEET; THENCE RUN SOUTH 76°17'57" EAST FOR A DISTANCE OF 33.78 FEET; THENCE RUN SOUTH 25°50'36" EAST FOR A DISTANCE OF 60.79 FEET; THENCE RUN SOUTH 07°35'23" EAST FOR A DISTANCE OF 133.01 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 170.00 FEET, WITH A CHORD BEARING OF SOUTH 09°12'29" EAST AND A CHORD DISTANCE OF 50.88 FEET; THENCE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 17°12'45" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 51.07 FEET TOTHEPOINT OF TANGENCY, BEING THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 505.93 FEET TO THE POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'33" EAST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.99 FEET, WITH A CHORD BEARING OF NORTH 73°38'26" EAST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE; CONCAVE SOUTHERLY HAVING A RADIUS OF 1749.99 FEET, WITH A CHORD BEARING OF NORTH 75°41'50" EAST, AND A CHORD DISTANCE OF 606.27 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT ON THE WESTERLY LINE OF; GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68 AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD THENCE RUN SOUTH 04°19'33" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 5,671,459 SQUARE FEET OR 130.20 ACRES, MORE OR LESS.

Phase B1 Legal Descripton

## Integrated LPGA Phase B1 & C1

June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

POULOS & BENNETT

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Exhibit 4A



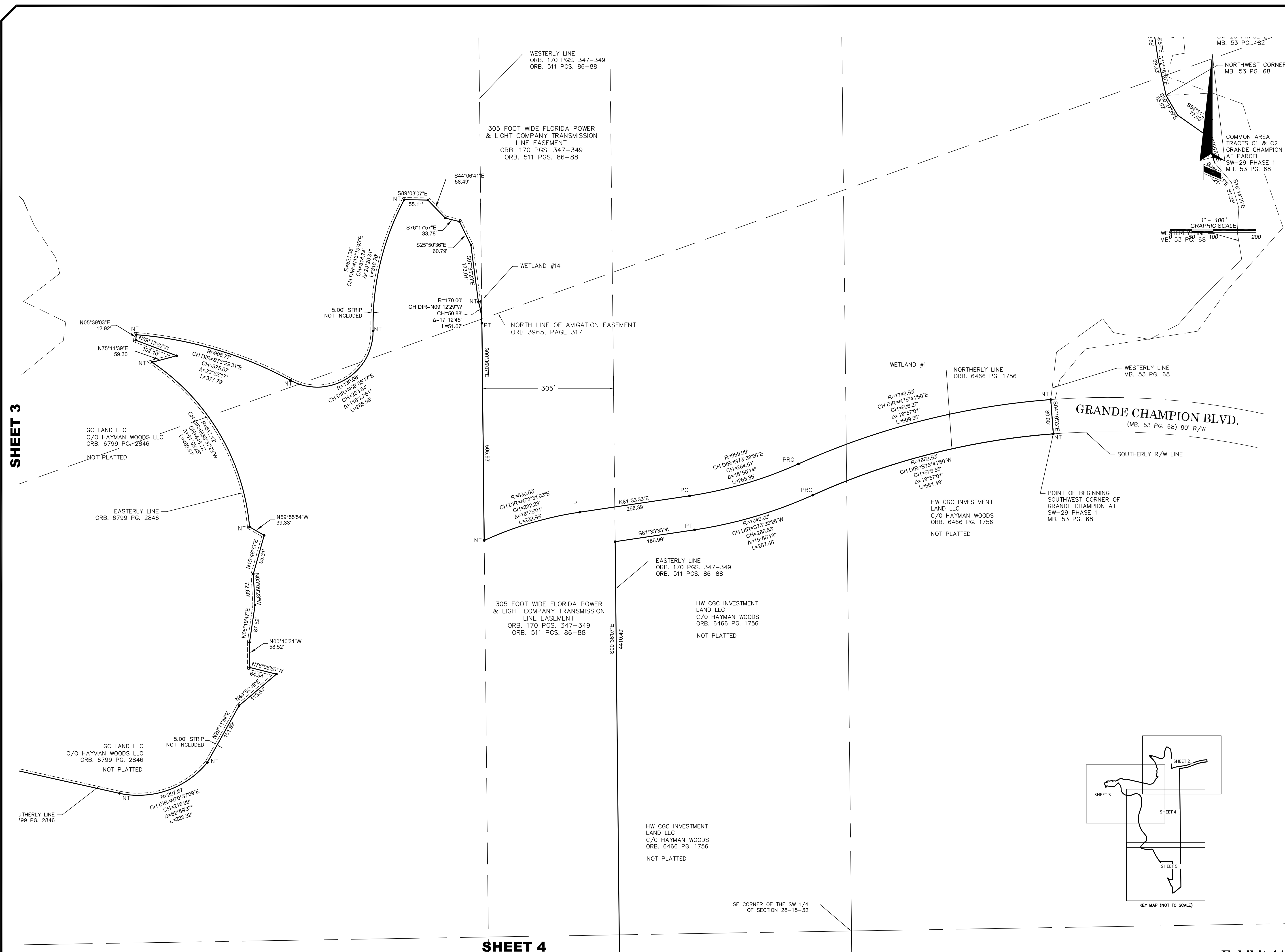
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 2**  
SECTIONS 28, 29 & 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

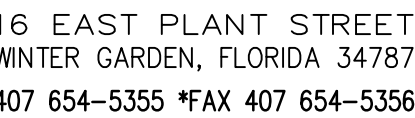
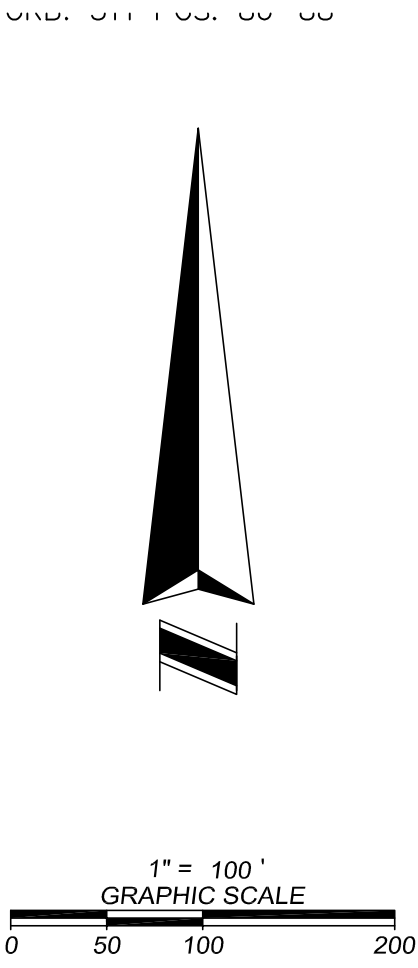
FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
DRAWN BY: \_\_\_\_\_ BRH/DY  
CHECKED BY: \_\_\_\_\_ JLR

SHEET 2 OF 5





JOB #: 20190391  
 DATE: 3/12/20  
 SCALE: 1"=100'  
 CALC BY: BRH  
 FIELD BY: BA/SM  
 DRAWN BY: BRH/DY  
 CHECKED BY: JLR



305'

305 FOOT WIDE FLORIDA POWER  
& LIGHT COMPANY TRANSMISSION  
LINE EASEMENT  
ORB. 170 PGS. 347-349  
ORB. 511 PGS. 86-88

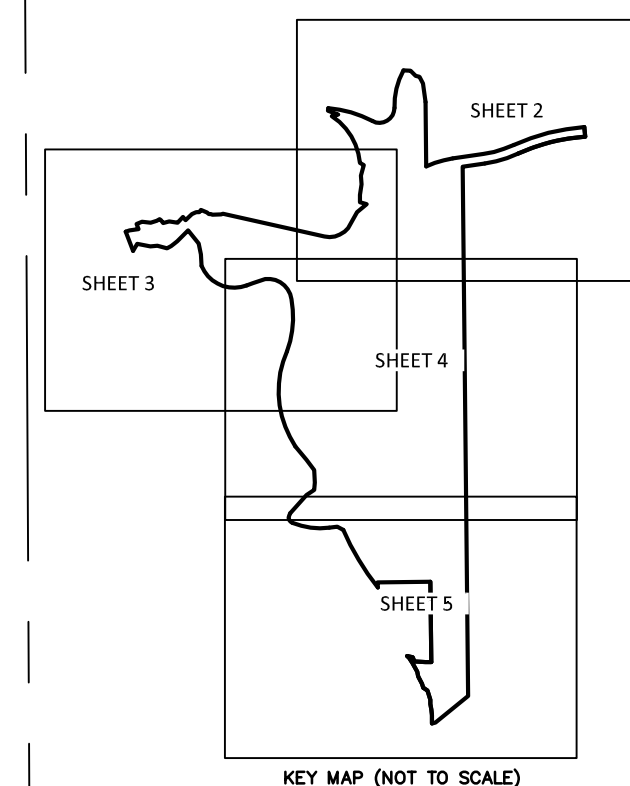
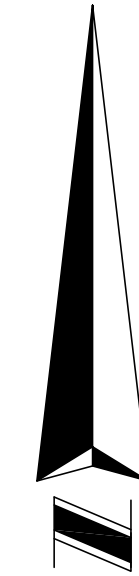
600°36'07"E  
4410.40'

✓ EASTERLY LINE  
ORB. 170 PGS. 347-349  
ORB. 511 PGS. 86-88

1" = 100'

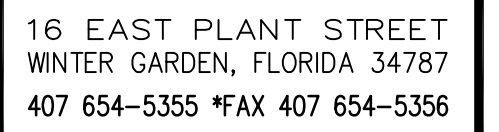
GRAPHIC SCALE

A horizontal scale bar with tick marks at 0, 50, 100, and 200. The bar is divided into four equal segments, each representing 50 feet. The text "1" = 100'" is centered above the bar, and "GRAPHIC SCALE" is centered below it.



KEY MAP (NOT TO SCALE)

## Exhibit 4A



SECTIONS 28, 29 & 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

[illegible]

SHEET 4 OF 5



16 EAST PLANT STREET  
WINTER GARDEN, FLORIDA 34787  
407 654-5355 \*FAX 407 654-5356

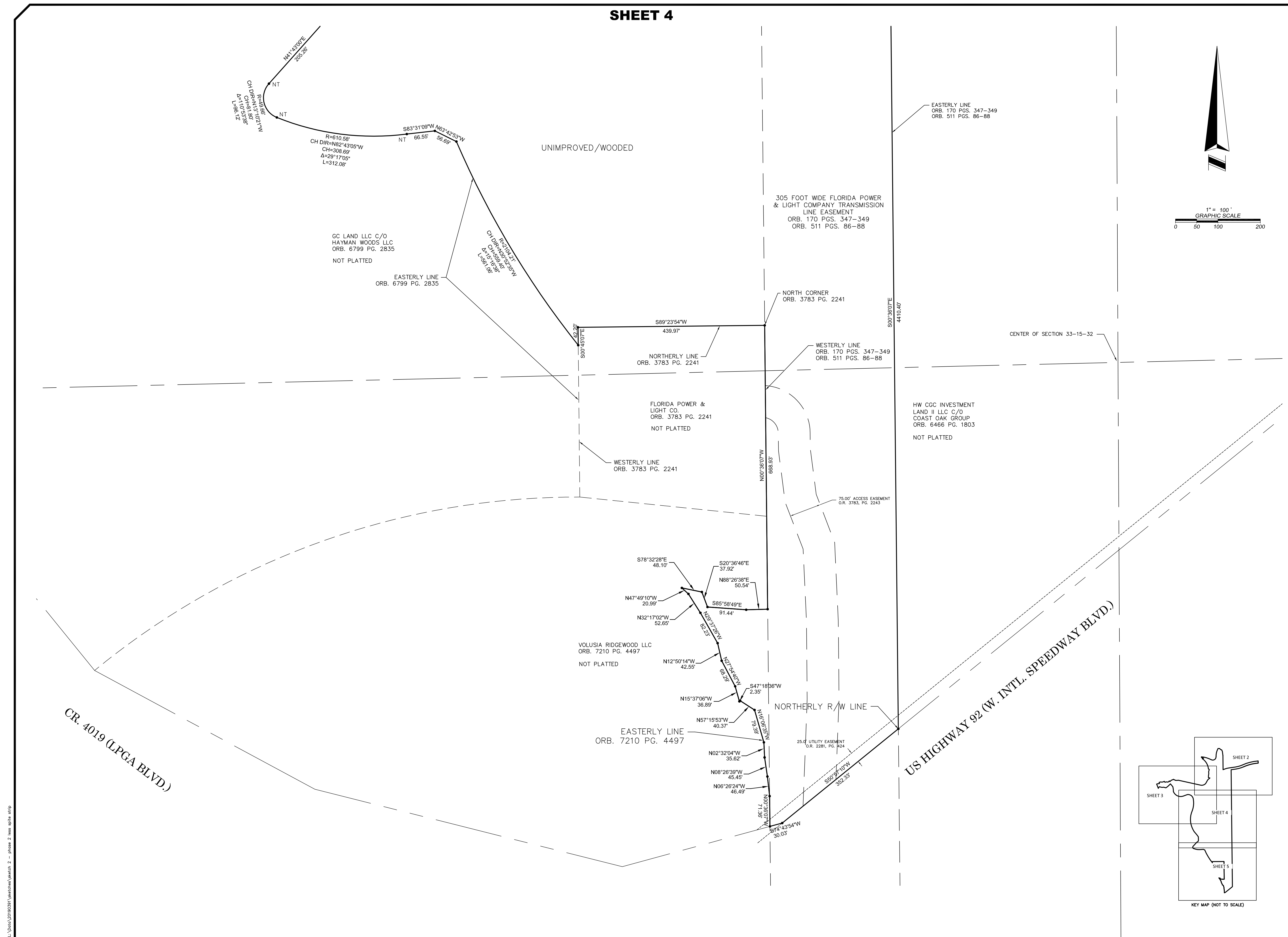
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 2**  
SECTIONS 28, 29 & 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
 DATE: \_\_\_\_\_ 3/12/20  
 SCALE: \_\_\_\_\_ 1"=100'  
 CALC BY: \_\_\_\_\_ BRH  
 FIELD BY: \_\_\_\_\_ BA/SM  
 DRAWN BY: \_\_\_\_\_ BRH/DY  
 CHECKED BY: \_\_\_\_\_ JLR

SHEET 5 OF 5



## Exhibit 4A

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, THENCE RUN NORTH 04°19'33" WEST ALONG THE WESTERLY LINE OF SAID PLAT FOR A DISTANCE OF 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1749.98 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 606.27 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 19°57'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.98 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET, WITH A CHORD BEARING OF SOUTH 73°31'03" WEST, AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT ON A NON TANGENT LINE AND THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE ALONG SAID EASEMENT AND PROPERTY OF GC LAND LLC, RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 505.93 FEET; THENCE, DEPARTING SAID EASEMENT LINE, RUN NORTH 89°23'53" EAST FOR A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 1554.81 FEET; THENCE RUN NORTH 87°53'01" WEST FOR A DISTANCE OF 100.97 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 223.28 FEET, WITH A CHORD BEARING OF NORTH 35°39'58" WEST AND A CHORD DISTANCE OF 285.39 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 79°26'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 309.60 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 382.22 FEET; THENCE RUN SOUTH 33°35'39" WEST FOR A DISTANCE OF 8.56 FEET; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 145.85 FEET; THENCE RUN NORTH 14°56'02" WEST FOR A DISTANCE OF 522.74 FEET; THENCE RUN NORTH 20°46'17" WEST FOR A DISTANCE OF 738.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 367.88 FEET, WITH A CHORD BEARING OF NORTH 53°23'41" WEST, AND A CHORD DISTANCE OF 374.75 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°14'22" FOR AN ARC DISTANCE OF 393.20 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 81°30'49" WEST FOR A DISTANCE OF 149.72 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 143.26 FEET, WITH A CHORD BEARING OF NORTH 31°38'02" WEST, AND A CHORD DISTANCE OF 112.09 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'32" FOR AN ARC DISTANCE OF 115.16 FEET TO THE EAST LINE OF THE CITY OF DAYTONA BEACH SEWAGE TREATMENT PLANT PROPERTY LINE, OFFICIAL RECORDS BOOK 1875 PAGE 1551, AND A NON TANGENT POINT; THENCE ALONG THE EAST PROPERTY LINE OF SAID TREATMENT PLANT PROPERTY THE FOLLOWING COURSES: NORTH 00°37'36" WEST FOR A DISTANCE OF 239.30 FEET; THENCE RUN NORTH 00°37'31" WEST CONTINUING ALONG SAID EASTERLY LINE AND NORTHERLY EXTENSION THEREOF FOR A DISTANCE OF 121.38 FEET TO THE NORTHERLY LINE OF A 65 FOOT WIDE EASEMENT TO THE CITY OF DAYTONA BEACH, OFFICIAL RECORDS BOOK 1875 PAGES 1554 THROUGH 1556 AND THE SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC, OFFICIAL RECORDS BOOK 7352 PAGE 4002; THENCE ALONG SAID NORTHERLY EASEMENT LINE, RUN NORTH 70°43'08" EAST FOR A DISTANCE OF 290.25 FEET; THENCE, DEPARTING SAID EASEMENT, CONTINUE ALONG SOUTH PROPERTY LINE OF INDIGO INTERNATIONAL LLC THE FOLLOWING COURSES: NORTH 20°35'40" WEST FOR A DISTANCE OF 72.54 FEET; THENCE RUN NORTH 44°14'18" EAST FOR A DISTANCE OF 42.66 FEET; THENCE RUN NORTH 54°32'53" EAST FOR A DISTANCE OF 142.78 FEET; THENCE RUN NORTH 37°26'24" EAST FOR A DISTANCE OF 204.99 FEET; THENCE RUN NORTH 53°51'36" EAST FOR A DISTANCE OF 80.10 FEET; THENCE RUN NORTH 48°22'34" EAST FOR A DISTANCE OF 138.96 FEET; THENCE RUN NORTH 28°50'04" EAST FOR A DISTANCE OF 31.63 FEET; THENCE RUN NORTH 23°12'34" EAST FOR A DISTANCE OF 17.26 FEET; THENCE RUN NORTH 57°07'45" EAST FOR A DISTANCE OF 49.63 FEET; THENCE RUN NORTH 50°03'37" EAST FOR A DISTANCE OF 27.12 FEET; THENCE RUN NORTH 33°58'35" EAST FOR A DISTANCE OF 143.78 FEET; THENCE RUN NORTH 19°45'48" EAST FOR A DISTANCE OF 252.11 FEET; THENCE RUN NORTH 07°12'05" EAST FOR A DISTANCE OF 249.61 FEET; THENCE RUN NORTH 08°59'46" EAST FOR A DISTANCE OF 177.53 FEET; THENCE RUN NORTH 89°23'54" EAST FOR A DISTANCE OF 15.30 FEET; THENCE RUN NORTH 00°36'06" WEST FOR A DISTANCE OF 801.94 FEET; THENCE RUN NORTH 36°52'10" EAST FOR A DISTANCE OF 731.47 FEET TO A POINT ON THE EAST LINE OF AFORESAID 305 FOOT FLORIDA LIGHT AND POWER EASEMENT; THENCE RUN SOUTH 00°36'06" EAST ALONG SAID EAST LINE, CONTINUING ALONG SAID SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC FOR A DISTANCE OF 3171.55 FEET; THENCE RUN SOUTH 00°36'07" EAST CONTINUING ALONG SAID PROPERTY FOR A DISTANCE OF 531.81 FEET; THENCE DEPARTING SAID EASTERLY LINE AND CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: NORTH 89°23'54" EAST FOR A DISTANCE OF 116.71 FEET; THENCE RUN SOUTH 17°30'02" EAST FOR A DISTANCE OF 56.08 FEET; THENCE RUN SOUTH 39°34'45" EAST FOR A DISTANCE OF 35.62 FEET; THENCE RUN SOUTH 45°13'49" EAST FOR A DISTANCE OF 126.20 FEET; THENCE RUN SOUTH 33°56'47" EAST FOR A DISTANCE OF 139.30 FEET; THENCE RUN SOUTH 51°33'59" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 83°26'01" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 69°27'26" EAST FOR A DISTANCE OF 26.95 FEET; THENCE RUN SOUTH 32°35'52" EAST FOR A DISTANCE OF 70.47 FEET; THENCE RUN SOUTH 36°12'06" EAST FOR A DISTANCE OF 18.83 FEET; THENCE RUN SOUTH 56°36'18" EAST FOR A DISTANCE OF 56.62 FEET; THENCE RUN SOUTH 49°45'36" EAST FOR A DISTANCE OF 69.96 FEET; THENCE RUN SOUTH 26°00'00" EAST FOR A DISTANCE OF 165.00 FEET; THENCE RUN SOUTH 00°57'14" WEST FOR A DISTANCE OF 109.10 FEET; THENCE RUN SOUTH 20°00'00" EAST FOR A DISTANCE OF 92.00 FEET; THENCE RUN SOUTH 31°00'00" EAST FOR A DISTANCE OF 225.00 FEET; THENCE RUN SOUTH 13°33'59" EAST FOR A DISTANCE OF 129.51 FEET; THENCE RUN SOUTH 20°00'00" WEST FOR A DISTANCE OF 115.29 FEET; THENCE RUN SOUTH 30°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 14°30'00" WEST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 08°30'00" EAST FOR A DISTANCE OF 125.00 FEET TO THE NORTHERLY MOST PROPERTY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 2 MAP BOOK 53 PAGE 182; THENCE, THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF SAID PLAT: RUN SOUTH 41°30'00" WEST FOR A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 16°40'52" EAST FOR A DISTANCE OF 78.68 FEET; THENCE RUN SOUTH 04°00'00" WEST FOR A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 05°00'00" EAST FOR A DISTANCE OF 79.00 FEET; THENCE RUN SOUTH 14°00'00" EAST FOR A DISTANCE OF 87.00 FEET; THENCE RUN SOUTH 16°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 15°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 23°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 99.00 FEET; THENCE RUN SOUTH 29°30'00" EAST FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH 82°00'00" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 17°30'00" EAST FOR A DISTANCE OF 15.80 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 36°14'48" EAST, AND A CHORD DISTANCE OF 16.07 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°29'43" FOR AN ARC DISTANCE OF 16.36 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 06°55'27" EAST FOR A DISTANCE OF 192.85 FEET; THENCE RUN NORTH 74°43'22" EAST FOR A DISTANCE OF 66.63 FEET; THENCE RUN SOUTH 28°13'10" EAST FOR A DISTANCE OF 98.79 FEET; THENCE RUN NORTH 88°01'10" EAST FOR A DISTANCE OF 51.50 FEET; THENCE RUN SOUTH 81°23'13" EAST FOR A DISTANCE OF 85.59 FEET; THENCE RUN SOUTH 44°44'09" EAST FOR A DISTANCE OF 59.50 FEET; THENCE RUN SOUTH 09°34'39" EAST FOR A DISTANCE OF 63.06 FEET; THENCE RUN SOUTH 08°38'55" EAST FOR A DISTANCE OF 92.55 FEET; THENCE RUN SOUTH 12°16'20" EAST FOR A DISTANCE OF 88.33 FEET TO THE NORTHWESTERLY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID PLAT THE FOLLOWING COURSES: RUN SOUTH 30°27'29" EAST FOR A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 54°51'26" EAST FOR A DISTANCE OF 77.63 FEET; THENCE RUN SOUTH 18°55'57" EAST FOR A DISTANCE OF 70.72 FEET; THENCE RUN SOUTH 40°42'11" EAST FOR A DISTANCE OF 59.21 FEET; THENCE RUN SOUTH 16°14'15" EAST FOR A DISTANCE OF 61.95 FEET; THENCE RUN SOUTH 03°22'23" WEST FOR A DISTANCE OF 57.23 FEET; THENCE RUN SOUTH 09°13'20" EAST FOR A DISTANCE OF 64.14 FEET; THENCE RUN SOUTH 46°30'36" WEST FOR A DISTANCE OF 91.03 FEET; THENCE RUN SOUTH 45°13'00" WEST FOR A DISTANCE OF 49.15 FEET; THENCE RUN SOUTH 41°00'17" WEST FOR A DISTANCE OF 72.18 FEET; THENCE RUN SOUTH 63°03'16" WEST FOR A DISTANCE OF 75.32 FEET; THENCE RUN NORTH 79°18'16" WEST FOR A DISTANCE OF 84.73 FEET; THENCE RUN NORTH 37°55'31" WEST FOR A DISTANCE OF 40.72 FEET; THENCE RUN SOUTH 54°17'06" WEST FOR A DISTANCE OF 38.98 FEET; THENCE RUN SOUTH 54°14'03" WEST FOR A DISTANCE OF 93.63 FEET; THENCE RUN SOUTH 06°57'55" WEST FOR A DISTANCE OF 111.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 7,612,346 SQUARE FEET OR 174.76 ACRES, MORE OR LESS

LESS AND EXCEPT (PROPOSED DUNN AVENUE)

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 89°31'51" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1697.61 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°36'06" WEST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2057.50 FEET, WITH A CHORD BEARING OF NORTH 18°08'02" EAST, AND A CHORD DISTANCE OF 1321.74 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 37°29'16" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1345.59 FEET TO A POINT OF TANGENCY, BEING A POINT ON THE AFORESAID SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002; THENCE RUN NORTH 36°52'10" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 33.62 FEET; THENCE CONTINUE SOUTH 00°36'06" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 195.27 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1942.50 FEET, WITH A CHORD BEARING OF SOUTH 16°20'35" WEST, AND A CHORD DISTANCE OF 1132.28 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 33°53'22" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1148.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°36'06" EAST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1432.50 FEET, WITH A CHORD BEARING OF SOUTH 16°34'54" WEST, AND A CHORD DISTANCE OF 846.42 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°22'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 859.24 FEET TO A POINT ON A NON TANGENT LINE ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799, PAGE 2846 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 02°10'05" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 145.85 FEET; THENCE CONTINUE NORTH 14°56'02" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 50.80 FEET TO A POINT ON A NO TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1317.50 FEET, WITH A CHORD BEARING OF NORTH 13°16'39" EAST, AND A CHORD DISTANCE OF 632.08 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27°45'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 638.30 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 551,228 SQUARE FEET OR 12.65 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY

AND CONTAINS 7,061,118 SQUARE FEET OR 162.10 ACRES, MORE OR LESS

Phase C1 Legal Descripton

## Integrated LPGA Phase B1 & C1

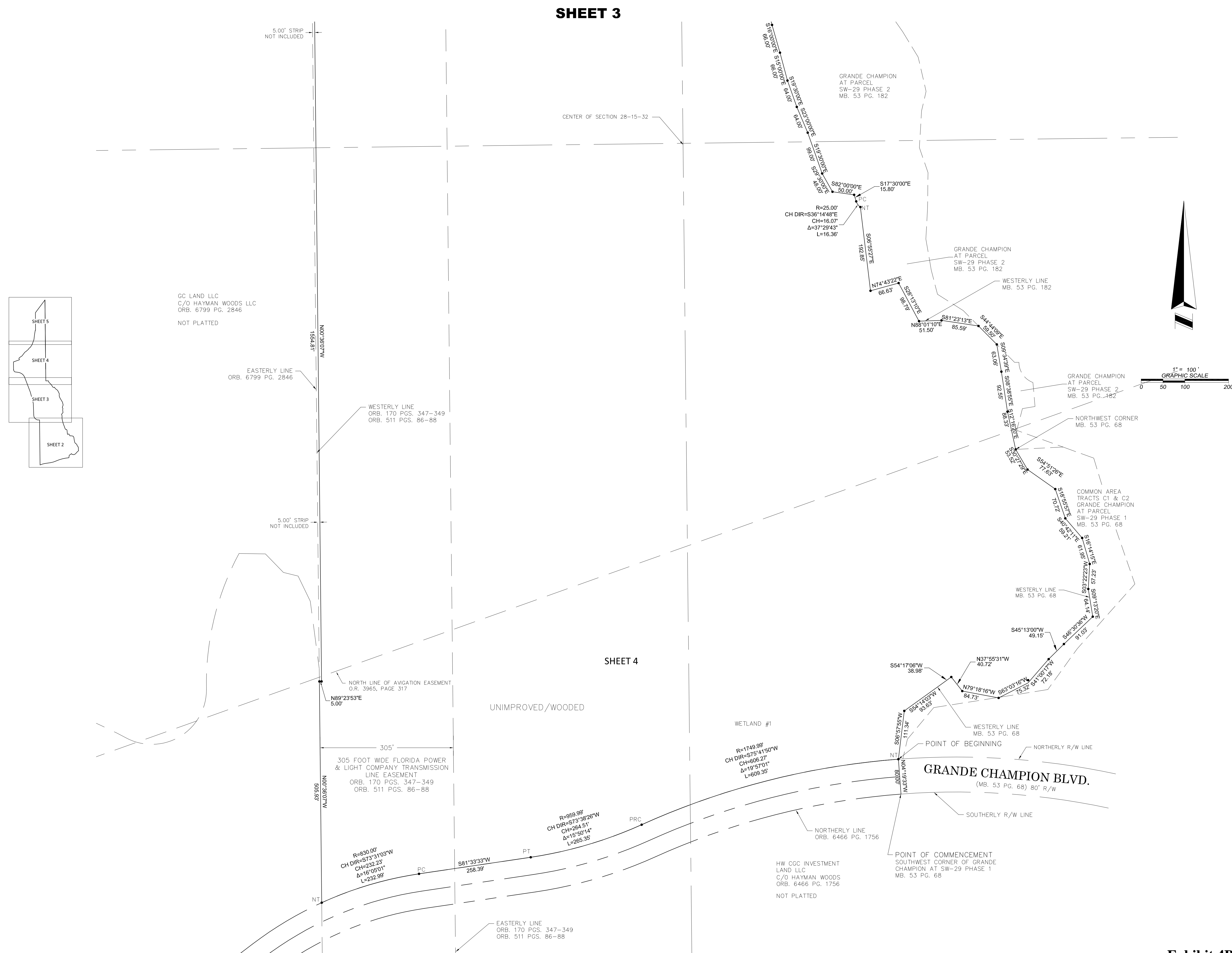
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**

SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
DRAWN BY: \_\_\_\_\_ BRH/DY  
CHECKED BY: \_\_\_\_\_ JLR



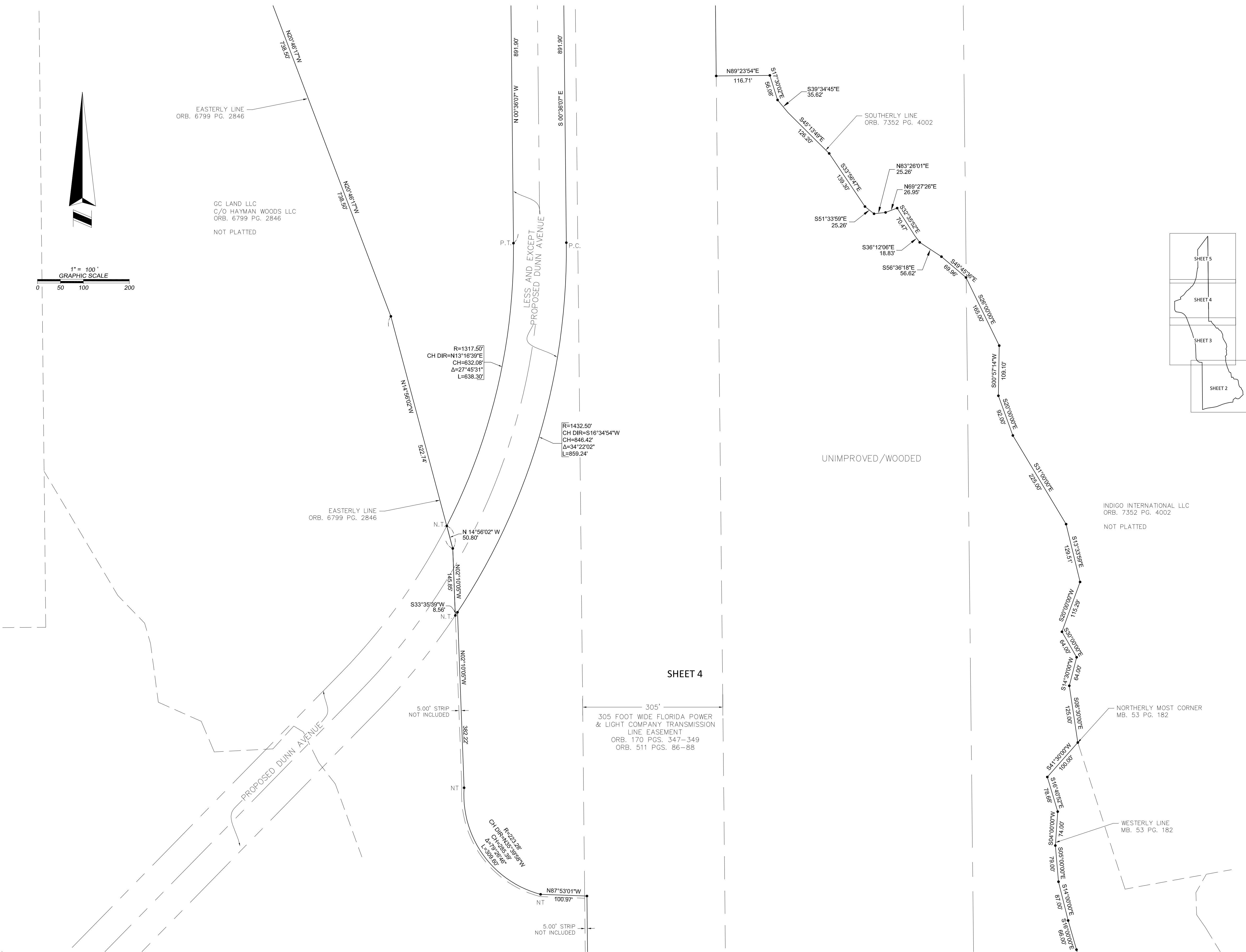
## Exhibit 4B

**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA

FOR:

[illegible]

JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
FIELD BY: \_\_\_\_\_ BA/SM  
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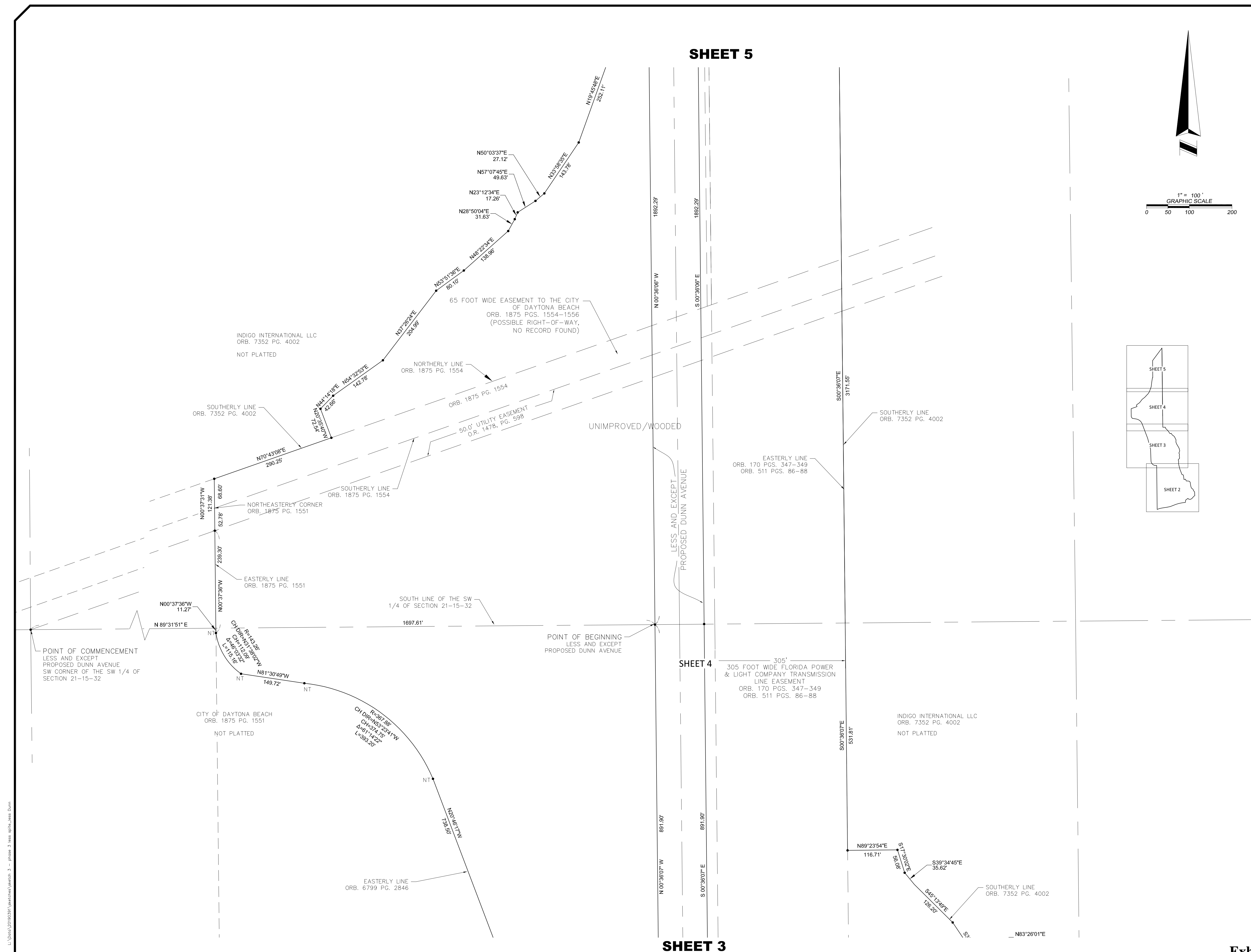


**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAVTONA BEACH, VOLusia COUNTY, FLORIDA

FOR:


JOB # \_\_\_\_\_ 20190391  
DATE: \_\_\_\_\_ 3/12/20  
SCALE: \_\_\_\_\_ 1"=100'  
CALC BY: \_\_\_\_\_ BRH  
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CHECKED BY: \_\_\_\_\_ JLR

SHEET 4 OF 5



## Exhibit 4B



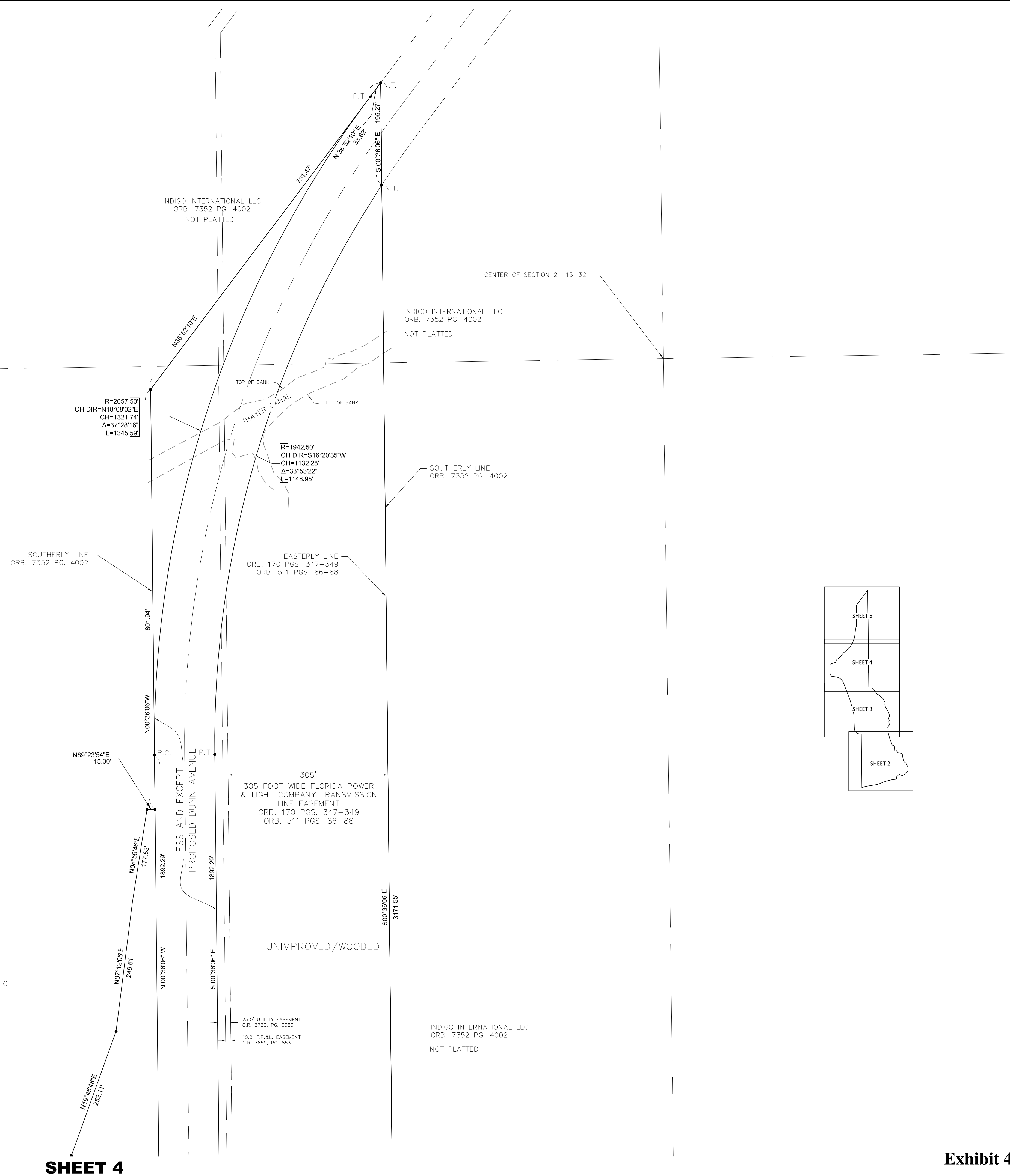
**SKETCH OF DESCRIPTION**  
OF  
**INTEGRATED LPGA BOULEVARD**  
**PHASE 3**  
SECTIONS 21 & 28 TOWNSHIP 15 SOUTH, RANGE 32 EAST  
DAVTONA BEACH, VOLusia COUNTY, FLORIDA

FOR:

[illegible]

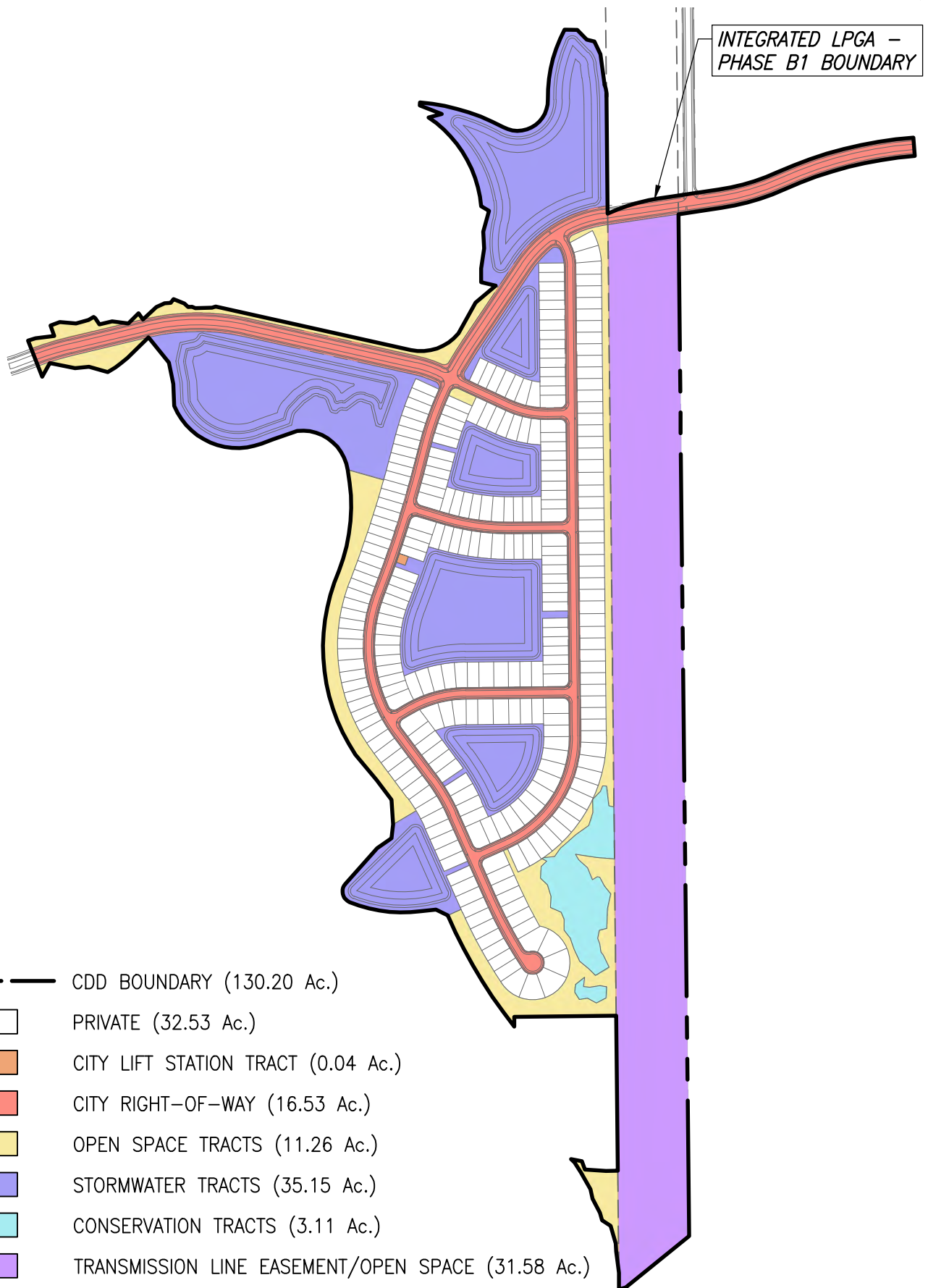
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FIELD BY: \_\_\_\_\_ BA/SM  
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SHEET 5 OF 5



## Exhibit 4B





Proposed Public and Private Uses Within CDD

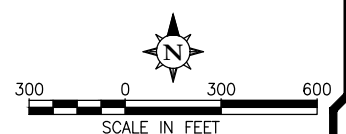
## Integrated LPGA Phase B1

June 24, 2021  
P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

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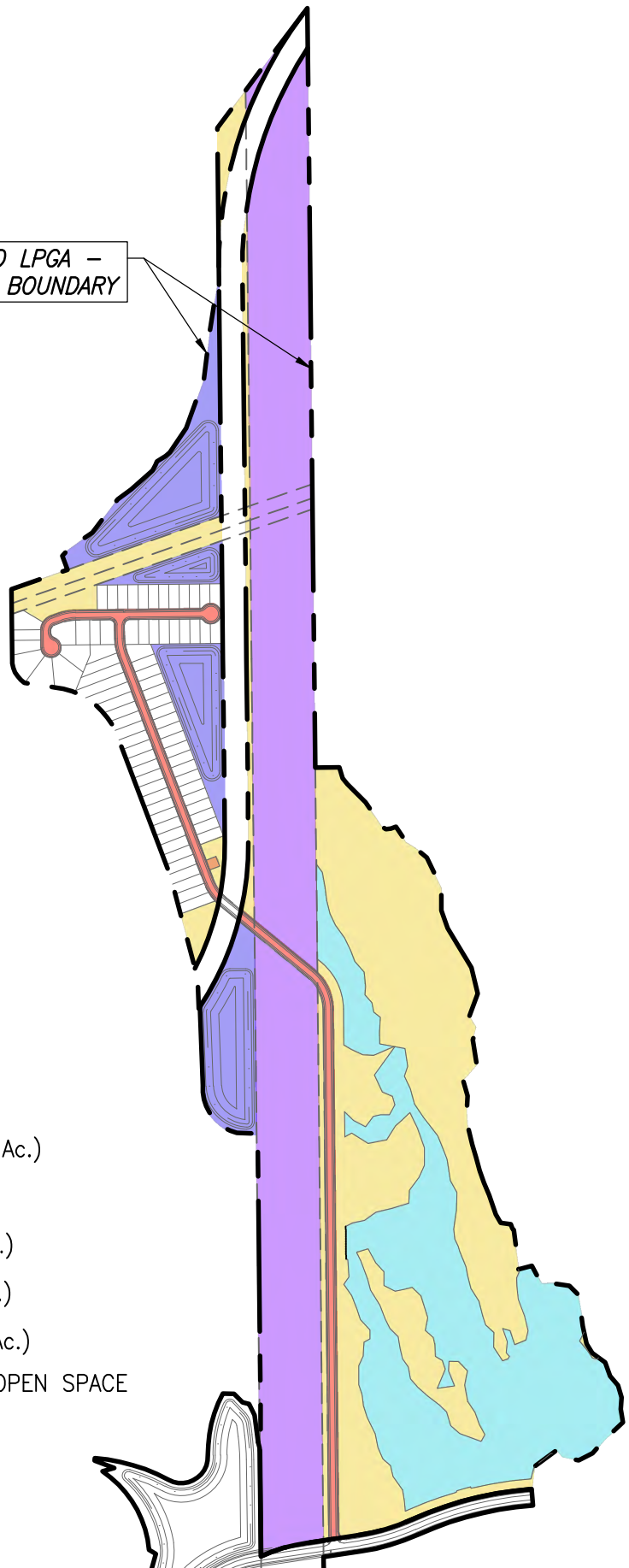


**Exhibit 5**



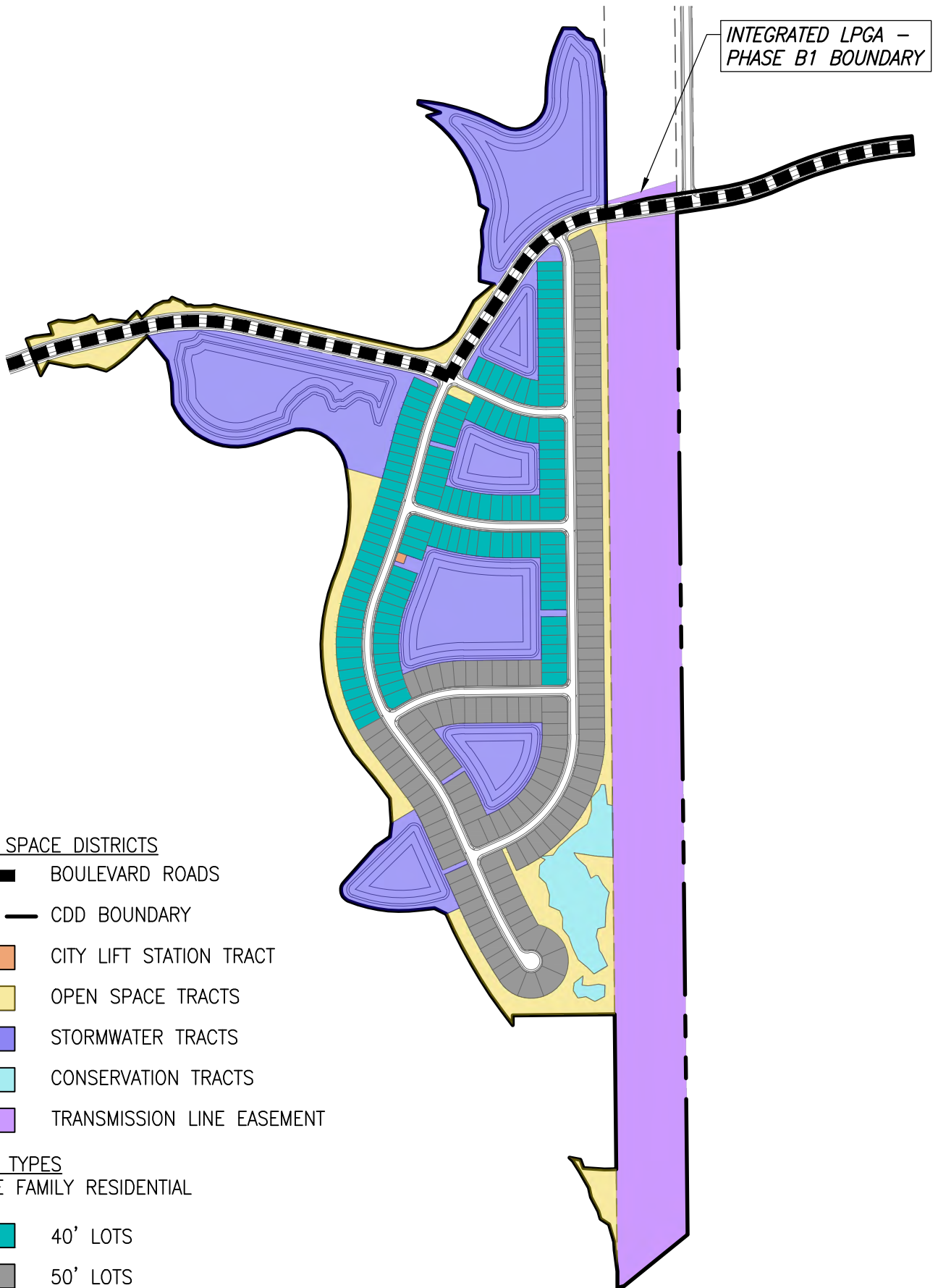
INTEGRATED LPGA –  
PHASE C1 BOUNDARY

- CDD BOUNDARY (162.10 Ac.)
- PRIVATE (13.33 Ac.)
- CITY LIFT STATION TRACT (0.06 Ac.)
- CITY RIGHT-OF-WAY (6.70 Ac.)
- OPEN SPACE TRACTS (46.38 Ac.)
- STORMWATER TRACTS (16.97 Ac.)
- CONSERVATION TRACTS (30.13 Ac.)
- TRANSMISSION LINE EASEMENT/OPEN SPACE (48.53 Ac.)



Proposed Public and Private Uses Within CDD

## Integrated LPGA Phase C1



#### OPEN SPACE DISTRICTS



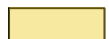
BOULEVARD ROADS



CDD BOUNDARY



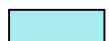
CITY LIFT STATION TRACT



OPEN SPACE TRACTS



STORMWATER TRACTS



CONSERVATION TRACTS



TRANSMISSION LINE EASEMENT

#### PLACE TYPES

SINGLE FAMILY RESIDENTIAL



40' LOTS



50' LOTS

Site Plan

## Integrated LPGA Phase B1

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June 4, 2021  
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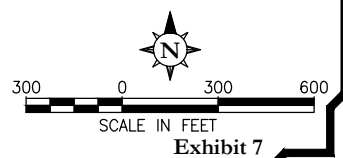
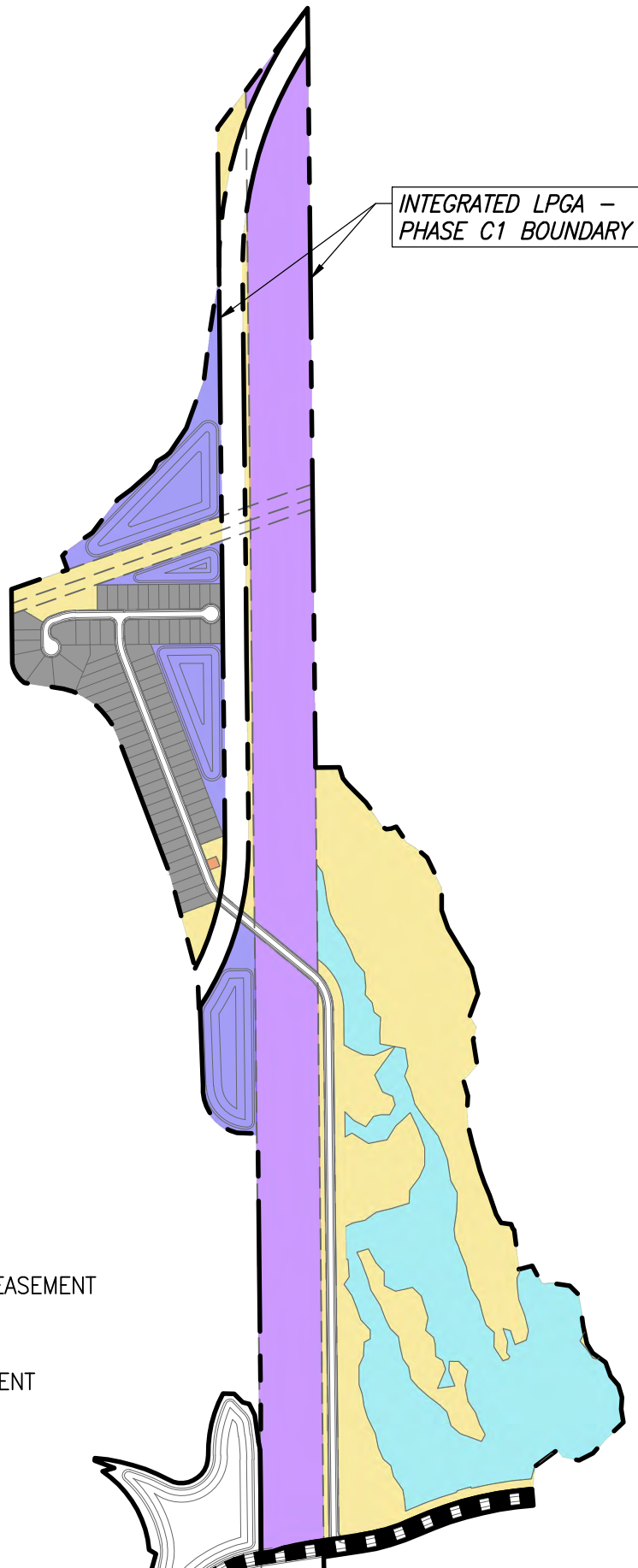


Exhibit 7



#### OPEN SPACE DISTRICTS

■■■■ BOULEVARD ROADS

--- CDD BOUNDARY

■ CITY LIFT STATION TRACT

■ OPEN SPACE TRACTS

■ CITY OF DAYTONA BEACH EASEMENT

■ STORMWATER TRACTS

■ TRANSMISSION LINE EASEMENT

#### PLACE TYPES

SINGLE FAMILY RESIDENTIAL

■ 50' LOTS

Site Plan

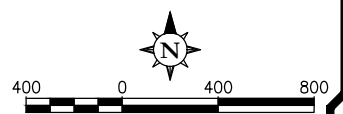
## Integrated LPGA Phase C1

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

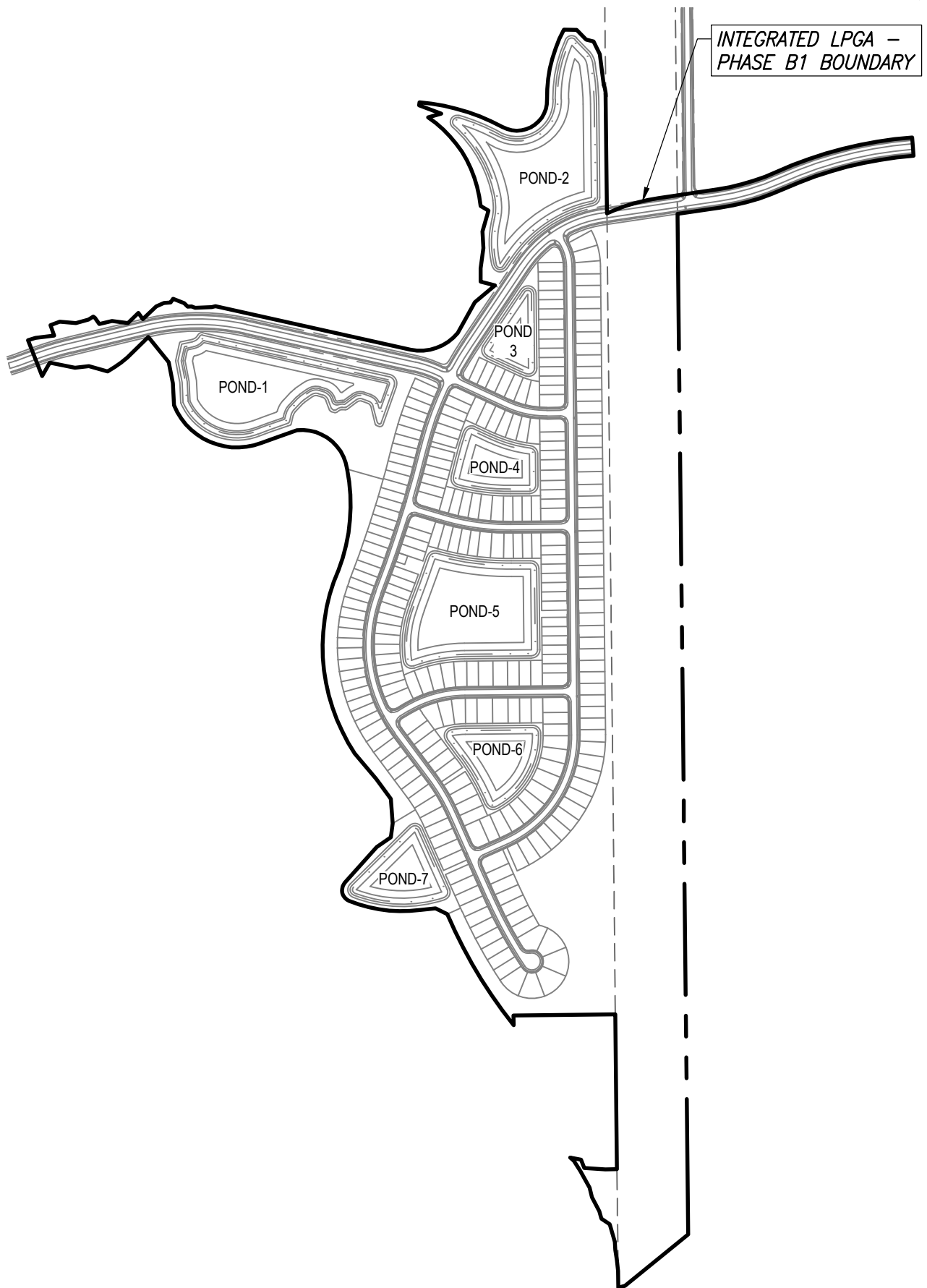
2602 E. Livingston St.  
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SCALE IN FEET

Exhibit 8



INTEGRATED LPGA -  
PHASE B1 BOUNDARY

Drainage Map

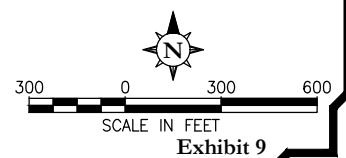
## Integrated LPGA Phase B1

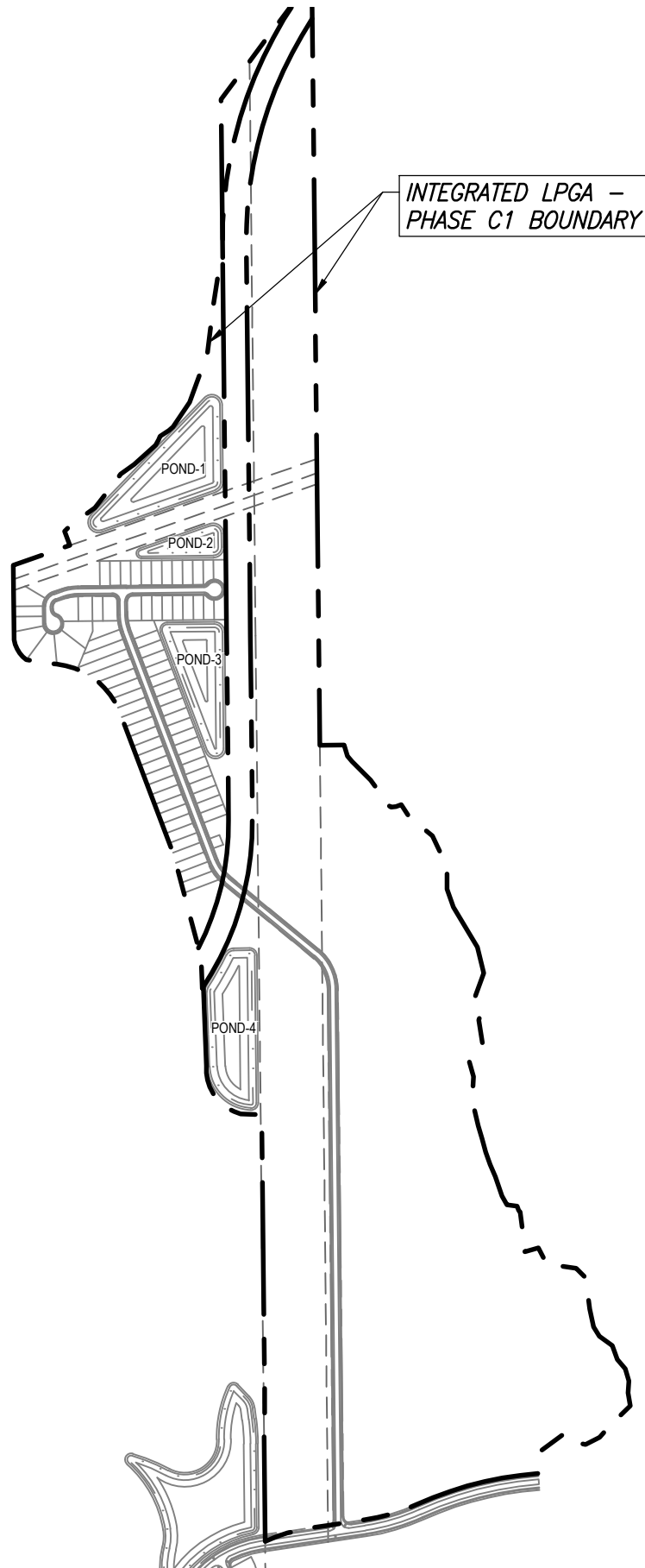
June 24, 2021  
P & B Job No.: 19-170

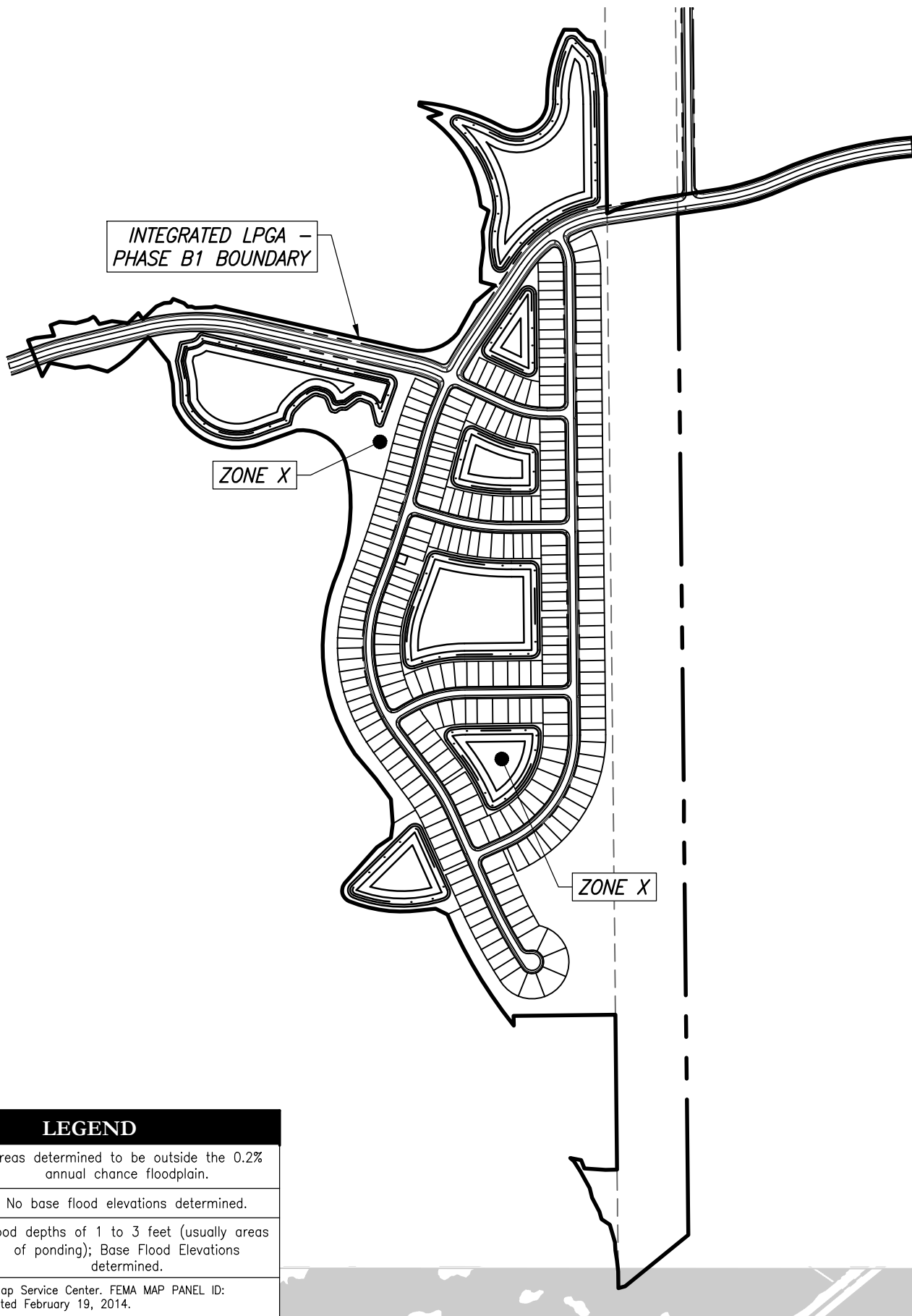
2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

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### LEGEND

Zone X	Areas determined to be outside the 0.2% annual chance floodplain.
Zone A	No base flood elevations determined.
Zone AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

SOURCE: FEMA Map Service Center. FEMA MAP PANEL ID: 12127C0363H dated February 19, 2014.

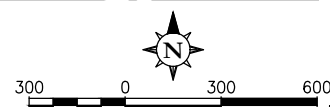
FEMA 100-Year Floodplain

## Integrated LPGA Phase B1

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SCALE IN FEET

Exhibit 11

June 24, 2021  
P & B Job No.: 19-170

Z:\2019\19-170 INDIGO CDD\CAD\EXHIBITS & FIGS\LPGA CDD EXHIBITS\PHASE 2\11 LPGA FEMA EXHIBIT B1



ZONE X

ZONE X

ZONE X

INTEGRATED LPGA –  
PHASE C1 BOUNDARY

LEGEND	
Zone X	Areas determined to be outside the 0.2% annual chance floodplain.
Zone A	No base flood elevations determined.
Zone AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

SOURCE: FEMA Map Service Center, FEMA MAP PANEL ID: 12127C0363H dated February 19, 2014.

FEMA 100-Year Floodplain

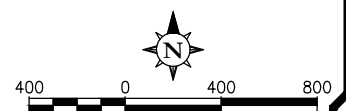
## Integrated LPGA Phase C1

POULOS & BENNETT

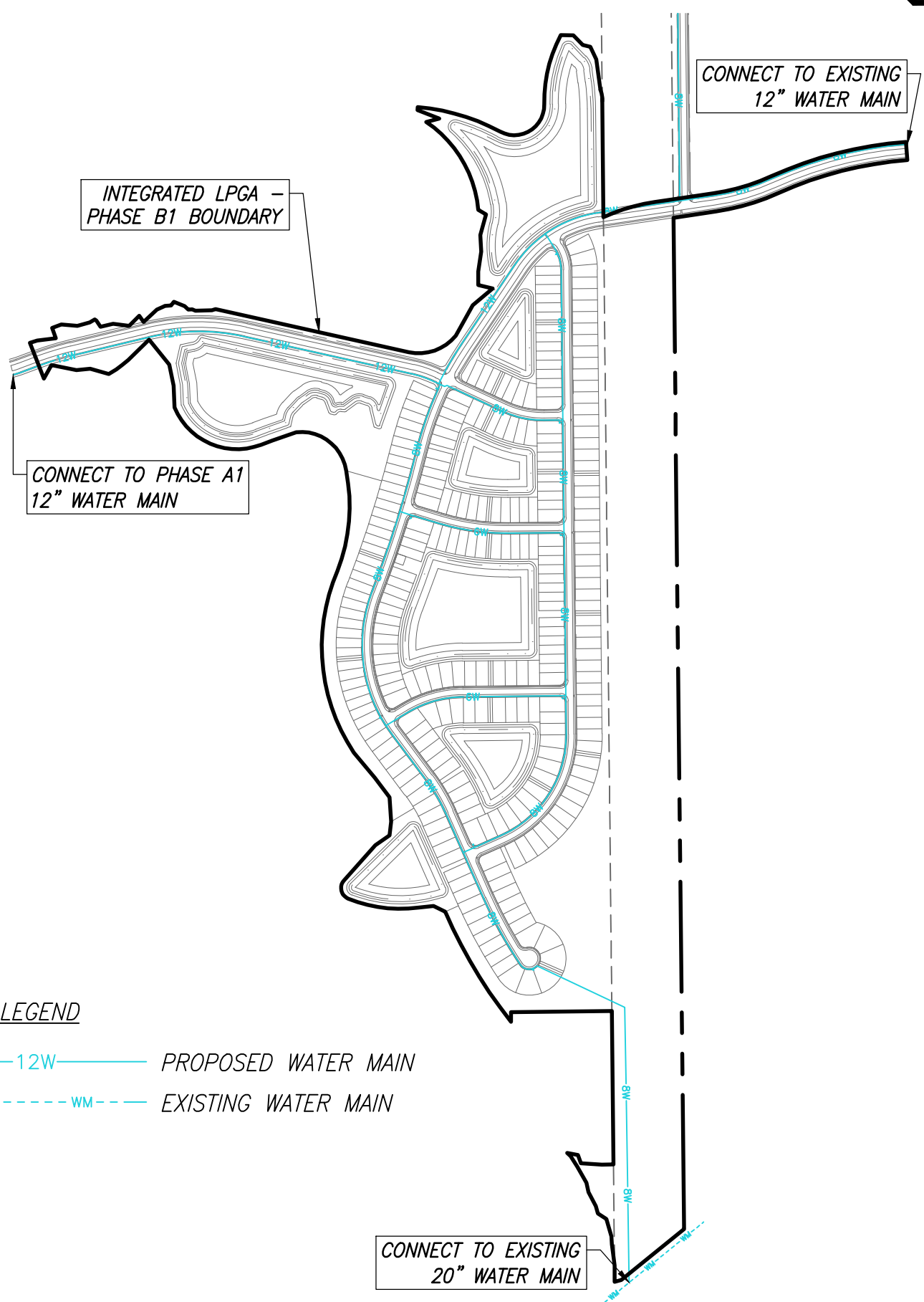
June 24, 2021  
P & B Job No.: 19-170

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SCALE IN FEET  
Exhibit 12



LEGEND

- 12W —— PROPOSED WATER MAIN
- - - WM - - - EXISTING WATER MAIN

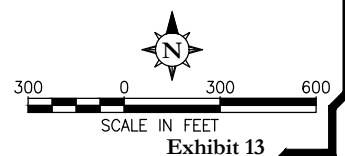
Potable Water Distribution System  
**Integrated LPGA Phase B1**

**POULOS & BENNETT**

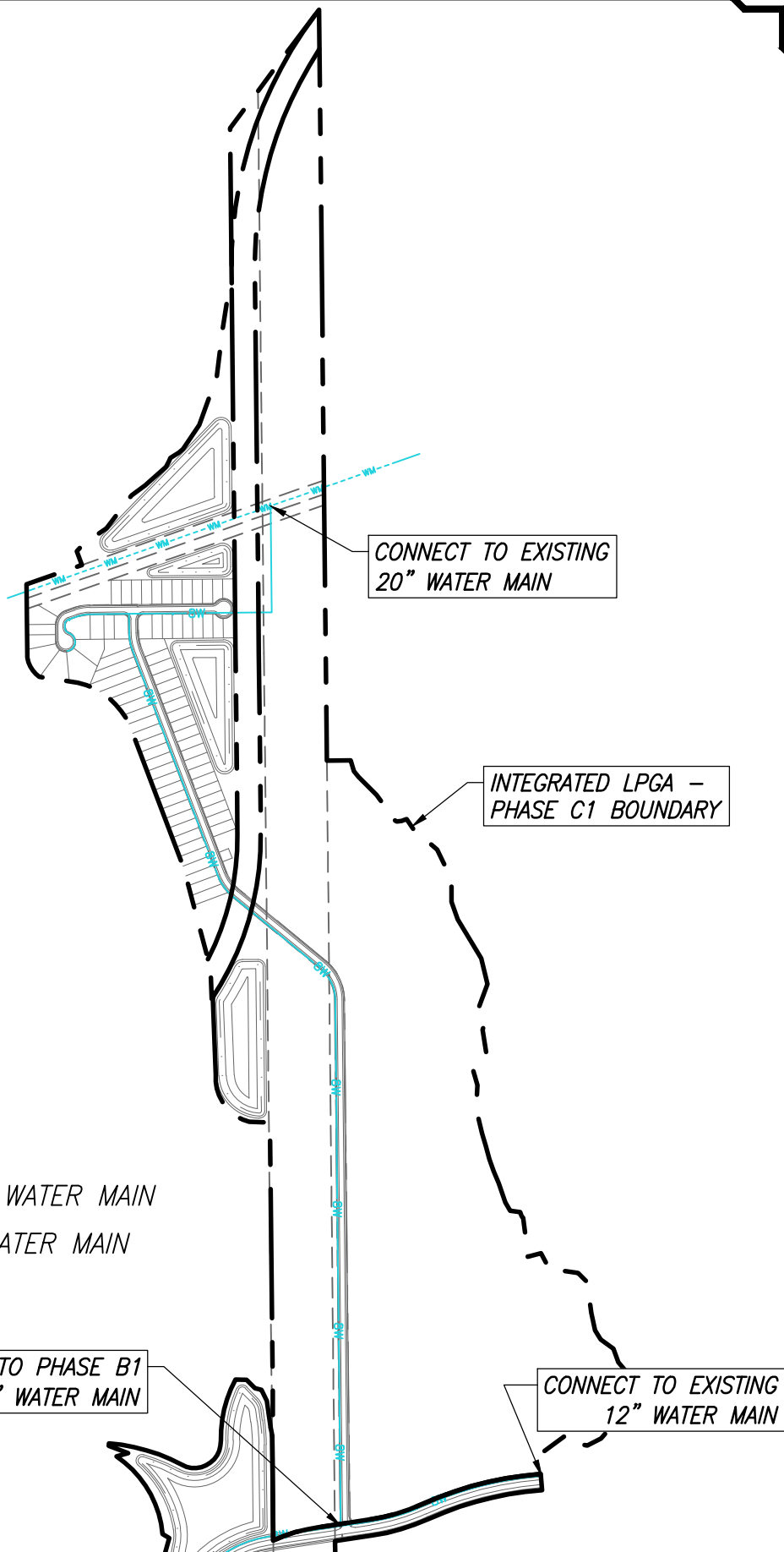
June 24, 2021  
P & B Job No.: 19-170

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LEGEND

- 12W — PROPOSED WATER MAIN
- - - WM - - - EXISTING WATER MAIN

CONNECT TO PHASE B1  
8" WATER MAIN

CONNECT TO EXISTING  
12" WATER MAIN

Potable Water Distribution System

## Integrated LPG Phase C1

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

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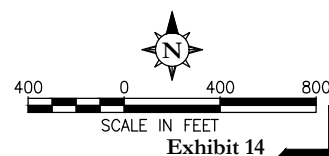
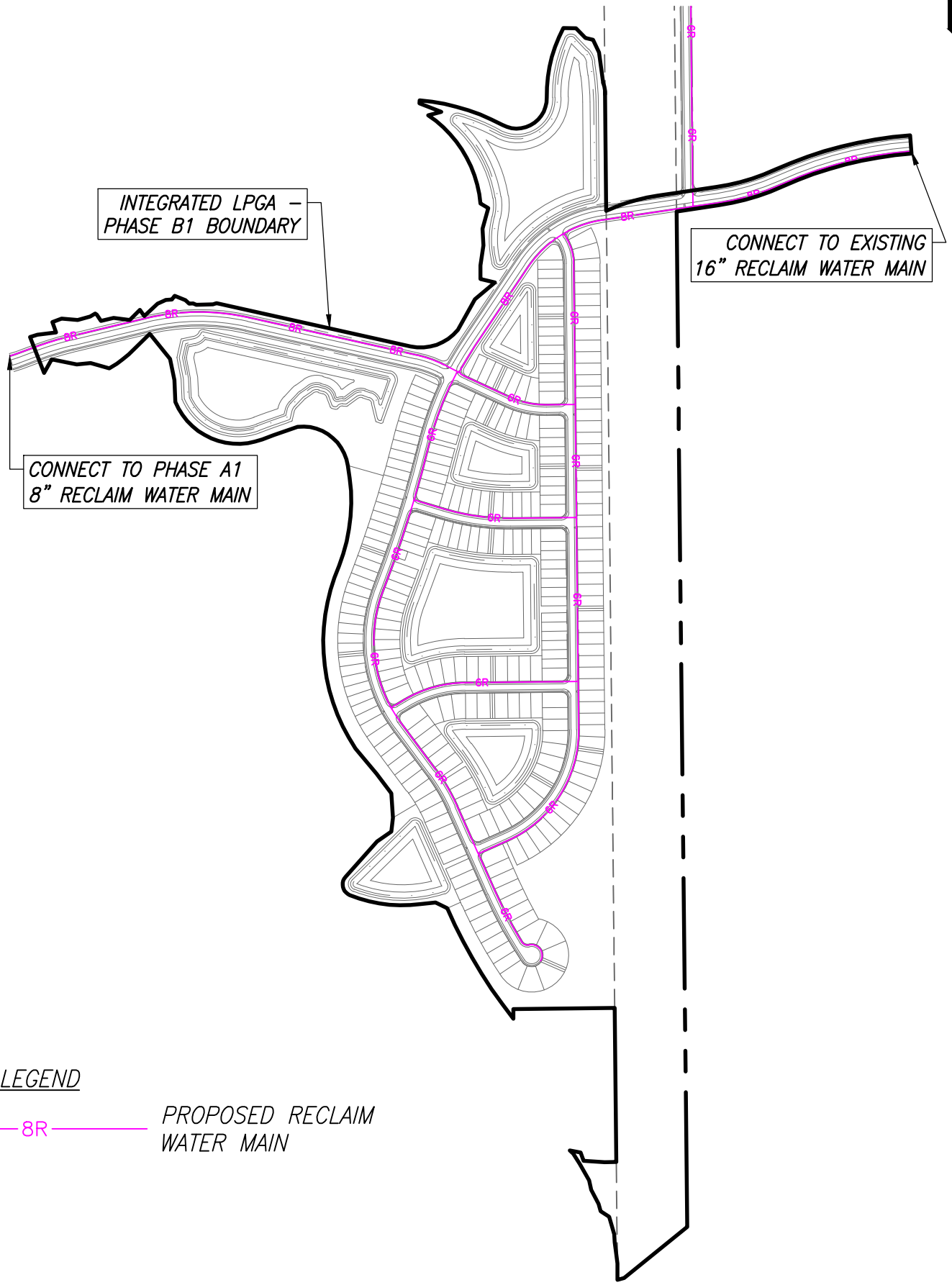


Exhibit 14



LEGEND

— 8R — PROPOSED RECLAIM  
WATER MAIN

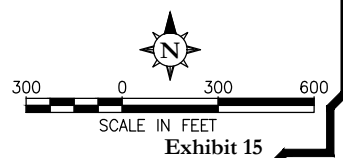
Reclaim Water Distribution System  
**Integrated LPGA Phase B1**

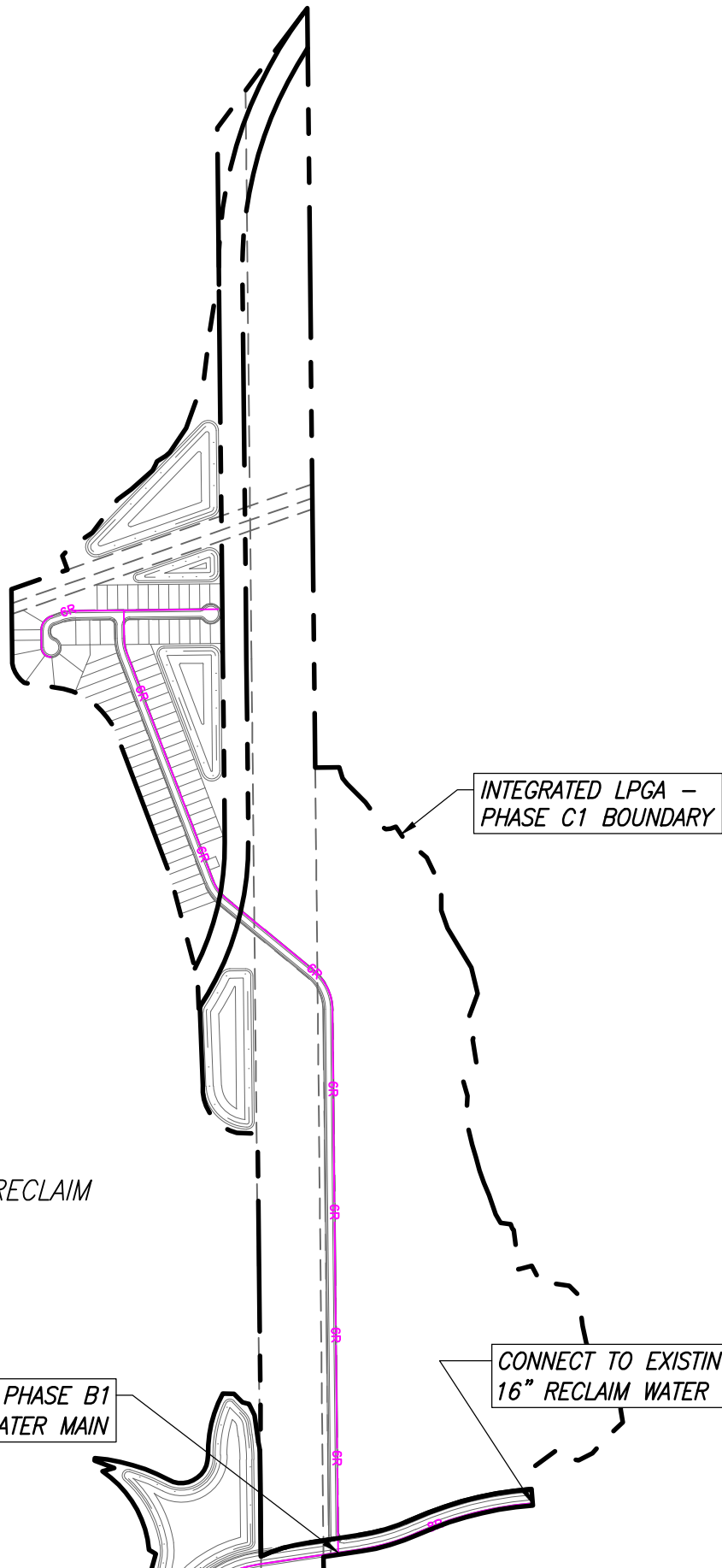
**POULOS & BENNETT**

June 24, 2021  
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LEGEND

— 8R —

PROPOSED RECLAIM  
WATER MAIN

CONNECT TO PHASE B1  
8" RECLAIM WATER MAIN

INTEGRATED LPGA —  
PHASE C1 BOUNDARY

CONNECT TO EXISTING  
16" RECLAIM WATER MAIN

Reclaim Water Distribution System

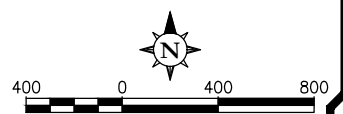
## Integrated LPGA Phase C1

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

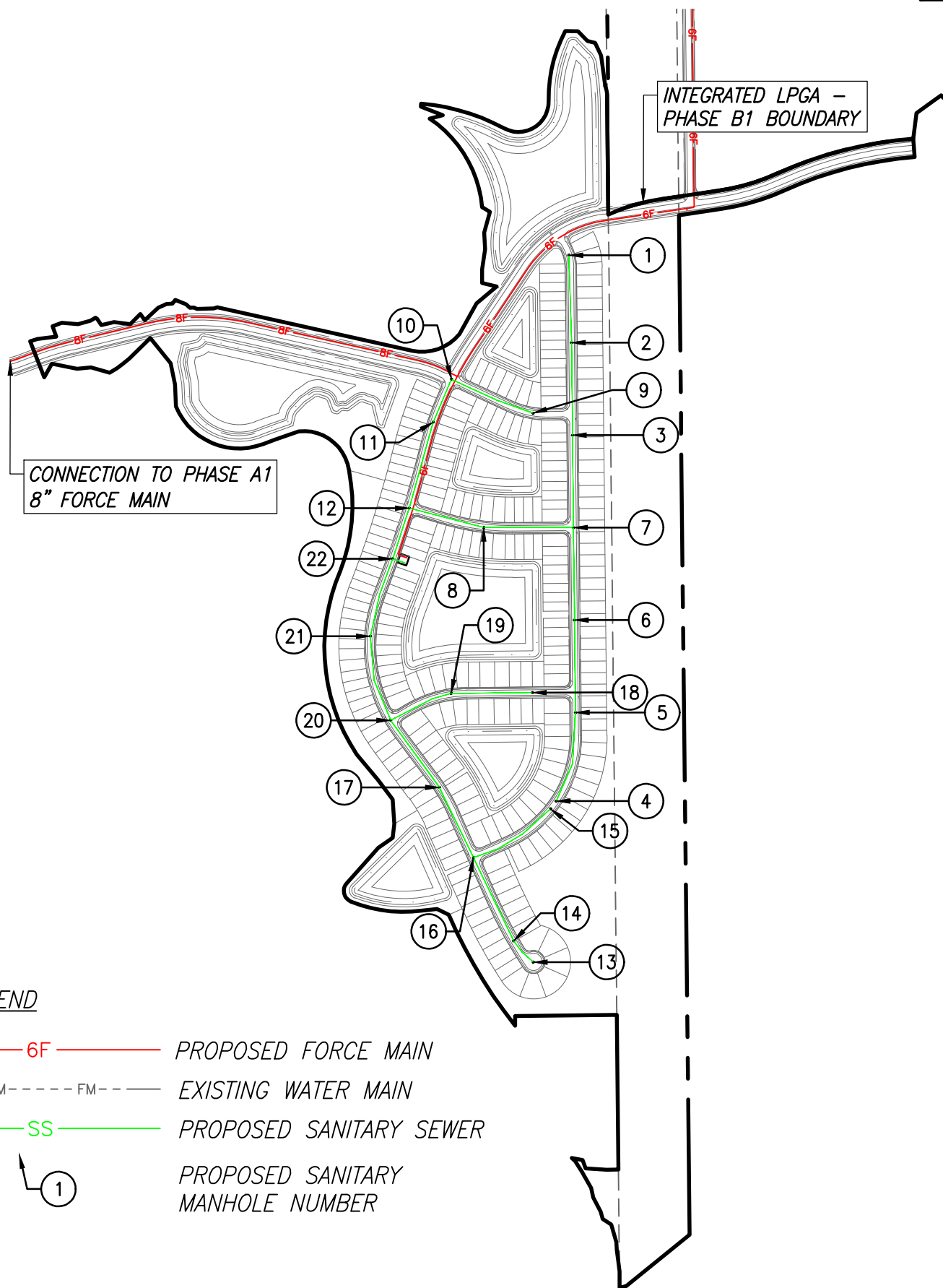
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SCALE IN FEET

Exhibit 16



# LEGEND

- 6F —— PROPOSED FORCE MAIN
- - - FM - - - FM - - - EXISTING WATER MAIN
- SS —— PROPOSED SANITARY SEWER
- 1 PROPOSED SANITARY MANHOLE NUMBER

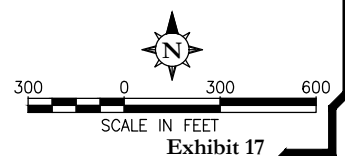
## Wastewater Collection System **Integrated LPGA Phase B1**

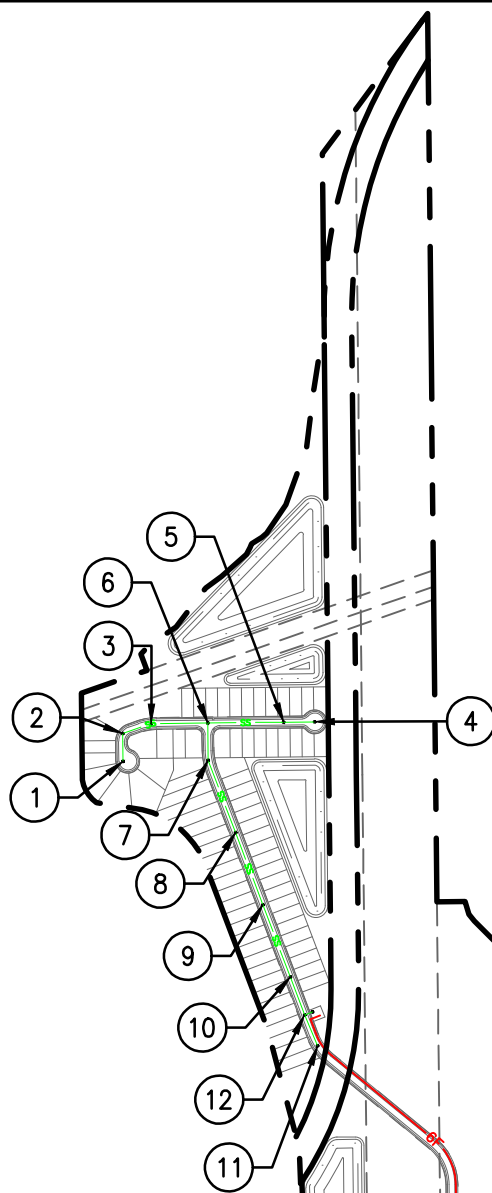
**POULOS & BENNETT**

June 24, 2021  
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INTEGRATED LPGA -  
PHASE C1 BOUNDARY

CONNECTION TO PHASE B1  
6" FORCE MAIN

# LEGEND

- 12F —— PROPOSED FORCE MAIN
- - - FM - - - FM - - - EXISTING WATER MAIN
- SS —— PROPOSED SANITARY SEWER
- 1 PROPOSED SANITARY  
MANHOLE NUMBER

Wastewater Collection System

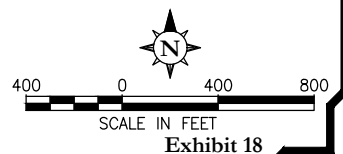
## **Integrated LPGA Phase C1**

**POULOS & BENNETT**

June 24, 2021  
P & B Job No.: 19-170

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**Exhibit 18**

**EXHIBIT 19**  
**Inetgrated LPGA - Phases B1 & C1**  
**Estimate of Probable Capital Improvement Costs**  
**June 24, 2021**

**PHASE B1**

<b>Facility</b>	<b>Estimated Cost</b>
Undergrounding of Electrical Distribution & Street Lighting Along Grand Champion Blvd	\$505,750
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	\$2,519,926
Master Stormwater Management System (Drainage pipes, Ponds & Outfall Structures)	\$3,481,113
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$632,029
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$1,025,601
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$475,660
Grand Champion Blvd. Landscaping, Irrigation and Hardscape	\$1,405,625
<b>Subtotal</b>	<b>\$10,045,704</b>
<b>Professional Fees (10%)</b>	<b>\$1,004,570</b>
<b>Subtotal</b>	<b>\$11,050,274</b>
<b>Contingency (10%)</b>	<b>\$1,004,570</b>
<b>Phase B1 Total</b>	<b>\$12,054,845</b>

**PHASE C1**

<b>Facility</b>	<b>Estimated Cost</b>
Onsite Roadway Improvements (includes Grand Champion Blvd. and subdivision roads)	\$378,711
Master Stormwater Management System (Drainage pipes, Ponds & Outfall Structures)	\$1,347,713
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$229,845
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$593,353
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$126,115
<b>Subtotal</b>	<b>\$2,675,737</b>
<b>Professional Fees (10%)</b>	<b>\$267,574</b>
<b>Subtotal</b>	<b>\$2,943,311</b>
<b>Contingency (10%)</b>	<b>\$267,574</b>
<b>Phase C1 Total</b>	<b>\$3,210,884</b>
<b>Grand Total Phases B1 &amp; C1</b>	<b>\$15,265,729</b>

# **EXHIBIT B**

**DRAFT**

# **Indigo Community Development District**

**Supplemental Special Assessment Methodology Report for  
the Series 2021 Capital Improvement Revenue Bonds  
Phase B1 and C1**

**September 15, 2021**

**Prepared by**

**Governmental Management Services, LLC**



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Exhibit A Assessment Area - Legal description

## **1.0 Introduction**

### **1.1 Executive Summary**

#### **1.1.1 The District**

The Indigo Community Development District ("Indigo CDD" or "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes. The District resides within the city of Daytona Beach and covers approximately 2,513 acres. Phase B1 and C1 is comprised of 292.30 acres and is planned for 277 single family homes in Phase B1 and 128 single Family homes in Phase C1 totaling 405.

#### **1.1.2 Assessment Area**

Prior to platting, the Series 2021 Assessments (hereinafter defined) will initially be levied on an equal acreage basis over all acres in Phase A1, which assessment area is identified in Exhibit A attached hereto. As lands are platted, the first platted lots will be assigned debt and related assessments based upon the front footage of each lot in accordance with **Table 1**. Based upon the anticipated order of development, lot sales/land sales and sizing of the Series 2021 Bonds, it is anticipated that the Series 2021 Bonds will ultimately be secured by Series 2021 Assessments levied against the planned 405 single-family units within Phase B1 and C1.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, based on each of the equivalent residential unit ("ERU") categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed improvement costs have been allocated based on each lot's ERU factor. This is consistent with the Master Assessment Methodology report dated July 15, 2020.

## **1.2 Special Benefits and General Benefits**

Improvements undertaken by the District as described in the Indigo Community Development District Integrated LPGA – Phase B1 & C1 Engineer’s Report, dated June 24, 2021 (“Engineers Report” and the improvements described therein, the “Phase B1 and C1 Project”) create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District’s borders as well as general benefits to the public at large.

As described in the Engineer’s Report the construction costs for the improvements comprising the Phase B1 and C2 Project are anticipated to total \$15,265,729.

## **1.3 Requirements of a Valid Assessment Methodology**

Under Florida law, in order to be valid, special assessments must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessment methodologies that meet these two characteristics of special assessments.

## **2.0 The Series 2021 Capital Improvement Revenue Bonds**

### **2.1 Development Plan - Overview**

The developer of the property within the District has defined the proposed lot sizes for the property. The land uses associated with the Series 2021 Bonds are described in Table 1 (Appendix (“Development Plan”). The Development Plan may change dependent upon future market conditions. The assessments securing the Series 2021 Bonds are expected to ultimately be levied on the lands planned to be developed into 405 single-family units within Phase B1 and C1 within the District and are referred to herein as the “Series 2021 B1 and C1 Assessments”.

## **2.2 Bond Description**

The District intends to issue its Capital Improvement Revenue Bonds, Series 2021 (as herein described, the “Series 2021 Bonds”). The Series 2021 Bonds will be issued with a thirty-year term. The Series 2021 Bonds are estimated to have a par amount of \$20,030,000 with an average coupon interest rate of 6.00 %. See bond terms on **Table 2**.

## **3.0 Assessment Allocation**

### **3.1 Structure**

The debt required to finance the Phase A1 Project will initially be allocated to the 292.30 acres within Phase B1 and C1 lands are ultimately expected to be allocated to the planned 405 single-family units. The total costs for the Phase B1 and C1 Project are estimated at \$15,265,729.

### **3.2 Assessment Allocation**

Based upon the Engineers Report, the District’s assessment consultant and underwriter determined the amount of bonds required to fund a portion of the infrastructure costs necessary for development within Phases B1 and C1 of the District. The Phase B1 and C1 Project consists of roadway improvements, stormwater management facilities, utility improvements, hardscape including entry features/signage, landscaping improvements and recreation improvements. Assessments securing the Series 2021 Bonds will initially be levied on 292.30 acres within Phase B1 and C1 of the District and will be allocated assessments based on their ERU factors as described herein. As land continues to be developed and platted, the Series 2021 Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number. The Series 2021 Bonds are expected to be allocated to, and fully absorbed by, 405 single family lots. See **Table 3** for the anticipated allocations.

## **4.0 True – Up Mechanism**

In order to ensure that the District’s debt will not build up on undeveloped and unplatted acres, and to ensure that the requirements for the non-ad valorem assessments to be constitutionally lienable on the property will continue to be met, the District shall implement the true-up mechanism set forth in this section.

To ensure that there will always be sufficient development potential in the undivided property to assure payment of debt service after plat approval, the par debt per acre remaining on the unplatted or unassigned land within Phases B1 and C1 of the District will never allowed to increase above its maximum per acre level identified herein.

The Series 2021 Bonds are estimated to be issued at a par amount of \$20,030,000, which will be secured by the 2021 Assessments initially levied on all 292.30 acres in Phase B1 and C1 of the District, but which are expected to be ultimately allocated to the planned 405 single family lots as described in **Table 1**. If at the time of platting less than 405 lots are platting as planned on **Table 1** then a true-up may be due on the shortfall of lots not being platting for the unallocated debt. Such true-up maybe mitigated by the mix of the sized lots actually platting.

## **5.0 Assessment Roll**

An assessment roll on **Table 4** reflects the allocation of Series 2021 Assessments securing repayment of the Series 2021 Bonds is attached hereto showing all lands subject to the Series 2021 Assessments, including the lands to be developed into the anticipated 405 single-family lots.

## **6.0 Additional Stipulations**

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Bonds, please refer to the Master Trust Indenture and or the Second Supplemental Trust Indenture.

<p align="center"><b>Table 1</b>  <b>Indigo Community Development District</b>  <b>Development Program Series 2021 Bonds Phase B1 &amp; C1</b></p>
--

<u>Land Use</u>	<u>2021 Units</u>	<u>ERU / lot</u>	<u>TOTAL ERU's</u>
<b>Product Type</b>			
40 lot	141	1	141
50 lot	264	1.25	330
<b>Sub Total</b>	<u>405</u>		<u>471</u>

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 2</b></p> <p align="center"><b>Indigo Community Development District</b></p> <p align="center"><b>Series 2021 Bonds - Sources and Uses of Funds</b></p> <p align="center"><b>Phase B1 and C1</b></p>
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**Sources:**

**2021**

Bond Proceeds - Par Amount	\$20,030,000
Premium	\$0

**Total Sources of Funds**

\$20,030,000
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**Uses:**

Construction Funds	\$15,265,729
Debt Service Reserve Fund	\$1,455,158
Interest Reserve	\$2,403,600
Cost of Issuance	\$900,600
Rounding	\$4,913

**Total Uses of Funds**

\$20,030,000
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**Average Coupon Interest Rate**

6.00%

**Term**

30 years

**CAP1 period (thru 11/1/23)**

24 months

**Debt Service Reserve Fund**

MADS

**Prepared By: Governmental Management Services, LLC**

<p align="center"><b>Table 3</b>  <b>Indigo Community Development District</b>  <b>Par Debt and Debt Service Allocations Series 2021</b>  <b>Capital Improvement Revenue Bonds Phase B1 &amp; C1</b></p>
--

Land Use		Par Debt per Unit	Total Par Debt	2021 Bond Net per Unit	2021 Bond Total	2021 Bond Gross per Unit
Residential:	No. of Units	<u>2021 Bond</u>	<u>2021 Bond</u>	<u>Annual Debt Service</u>	<u>Annual Net Debt Service</u>	<u>Annual Debt Service (1)</u>
40'-49' lot	141	\$42,527	\$5,996,242	\$3,090	\$435,621	\$3,287
50'-59' lot	264	\$53,158	\$14,033,758	\$3,862	\$1,019,537	\$4,108
Total	<u>405</u>		<u>\$20,030,000</u>		<u>\$1,455,158</u>	

(1) Include 4% provision for early payment discount and 2% collection costs for Volusia County.

(2) Par debt and assessments for possible changes in developmentb plan units.

**Prepared By: Governmental Management Services, LLC**



**Table 4**  
**Indigo Community Development District**  
**Assessment Roll Series 2021 Capital Improvement Revenue Bonds**  
**Phases B1 & C1**

Annual Assessments							
<u>Account #</u>	<u>Product Type</u>	<u>Asmnt Units</u>	<u>2021 Gross Asmnt Per Unit (1)</u>	<u>2021 Net Asmnt Per Unit</u>	<u>2021 Total Net Assessments</u>	<u>2021 Bond Debt Per Unit</u>	<u>Total 2021 Bond Debt</u>
	40'-49' lot	141	\$3,287	\$3,090	\$435,621	\$42,527	\$5,996,242
	50'-59' lot	264	\$4,108	\$3,862	\$1,019,537	\$53,158	\$14,033,758
Total		<u>405</u>			<u>\$1,455,158</u>		<u>\$20,030,000</u>

(1) Gross assessment per unit includes 4% for early payment discount and 2% for Volusia County collection costs.

(2) See Exhibit a for legal description of lands securing the 2021 Bonds.

(3) Par debt and assessments for possible changes in development plan.

**Prepared By: Governmental Management Services, LLC**

A PORTION OF SECTIONS 28, 29 AND 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-28 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, SAID POINT ALSO LYING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1678.00 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 578.55 FEET; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6466, PAGE 1756: WESTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 581.49 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1040.00 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 286.55 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'13" FOR AN ARC DISTANCE OF 287.46 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 166.98 FEET TO THE EASTERLY LINE OF A 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 4410.40 FEET ALONG SAID EASEMENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 92; THENCE RUN SOUTH 50°57'10" WEST FOR A DISTANCE OF 352.33 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE RUN SOUTH 74°43'54" WEST FOR A DISTANCE OF 30.03 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF SAID TRANSMISSION LINE EASEMENT; THENCE RUN ALONG SAID WEST LINE, NORTH 00°38'07" WEST FOR A DISTANCE OF 71.35 FEET TO THE EAST PROPERTY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7210 PAGE 4497; THENCE RUN ALONG SAID EAST PROPERTY LINE THE FOLLOWING COURSES: NORTH 06°26'24" WEST FOR A DISTANCE OF 46.49 FEET; THENCE RUN NORTH 08°28'39" WEST FOR A DISTANCE OF 45.45 FEET; THENCE RUN NORTH 02°32'04" WEST FOR A DISTANCE OF 35.62 FEET; THENCE RUN NORTH 16°08'35" WEST FOR A DISTANCE OF 79.39 FEET; THENCE RUN NORTH 57°15'53" WEST FOR A DISTANCE OF 40.37 FEET; THENCE RUN SOUTH 47°16'36" WEST FOR A DISTANCE OF 2.35 FEET; THENCE RUN NORTH 15°37'06" WEST FOR A DISTANCE OF 36.89 FEET; THENCE RUN NORTH 27°54'40" WEST FOR A DISTANCE OF 68.29 FEET; THENCE RUN NORTH 12°50'14" WEST FOR A DISTANCE OF 42.85 FEET; THENCE RUN NORTH 29°37'26" WEST FOR A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 32°17'02" WEST FOR A DISTANCE OF 52.65 FEET; THENCE RUN NORTH 47°49'10" WEST FOR A DISTANCE OF 20.99 FEET; THENCE RUN SOUTH 76°32'28" EAST FOR A DISTANCE OF 48.10 FEET; THENCE RUN SOUTH 20°36'46" EAST FOR A DISTANCE OF 37.92 FEET; THENCE RUN SOUTH 85°58'49" EAST FOR A DISTANCE OF 91.44 FEET; THENCE RUN NORTH 88°28'38" EAST FOR A DISTANCE OF 50.54 FEET TO THE WEST LINE OF SAID FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 668.93 FEET ALONG THE WEST LINE OF SAID EASEMENT TO THE NORTHEAST CORNER OF THE PROPERTY OF FLORIDA POWER AND LIGHT COMPANY, AS RECORDED, IN OFFICIAL RECORDS BOOK 3783 PAGE 2241; THENCE RUN ALONG NORTH LINE OF SAID PROPERTY, SOUTH 89°23'54" WEST FOR A DISTANCE OF 439.97 FEET; THENCE ALONG THE WEST LINE OF SAID PROPERTY, RUN SOUTH 00°45'07" EAST FOR A DISTANCE OF 42.20 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799 PAGE 2835, AND A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2104.21 FEET, WITH A CHORD BEARING OF NORTH 30°52'35" WEST, AND A CHORD DISTANCE OF 559.40 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'38" FOR AN ARC DISTANCE OF 561.06 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 63°42'53" WEST FOR A DISTANCE OF 56.69 FEET; THENCE RUN SOUTH 83°31'08" WEST FOR A DISTANCE OF 66.55 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 610.58 FEET, WITH A CHORD BEARING OF NORTH 82°43'05" WEST, AND A CHORD DISTANCE OF 308.69 FEET; THENCE RUN WESTERLY THROUGH A CENTRAL ANGLE OF 29°17'05" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 312.08 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 49.66 FEET, WITH A CHORD BEARING OF NORTH 13°10'21" WEST, AND A CHORD DISTANCE OF 81.80 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 110°53'38" FOR AN ARC DISTANCE OF 96.12 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 41°43'00" EAST FOR A DISTANCE OF 205.26 FEET; THENCE RUN NORTH 55°19'06" EAST FOR A DISTANCE OF 75.14 FEET; THENCE RUN NORTH 06°47'54" EAST FOR A DISTANCE OF 60.36 FEET; THENCE RUN NORTH 04°00'58" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 36°45'11" WEST FOR A DISTANCE OF 106.35 FEET; THENCE RUN NORTH 39°48'10" WEST FOR A DISTANCE OF 143.82 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 834.27 FEET, WITH A CHORD BEARING OF NORTH 05°06'58" WEST, AND A CHORD DISTANCE OF 795.75 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 56°58'06" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 829.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 781.44 FEET, WITH A CHORD BEARING OF NORTH 04°56'01" EAST, AND A CHORD DISTANCE OF 437.57 FEET; THENCE RUN NORTHERLY THROUGH A CENTRAL ANGLE OF 32°31'03" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 443.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 197.27 FEET, WITH A CHORD BEARING OF NORTH 52°18'42" WEST, AND A CHORD DISTANCE OF 274.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'53" FOR AN ARC DISTANCE OF 304.13 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 70°45'21" WEST FOR A DISTANCE OF 109.59 FEET; THENCE RUN SOUTH 69°35'56" WEST FOR A DISTANCE OF 53.57 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 295.07 FEET, WITH A CHORD BEARING OF NORTH 66°38'01" WEST, AND A CHORD DISTANCE OF 411.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°17'12" FOR AN ARC DISTANCE OF 454.66 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 02°40'54" WEST FOR A DISTANCE OF 94.90 FEET; THENCE RUN NORTH 11°13'47" WEST FOR A DISTANCE OF 93.12 FEET; THENCE RUN NORTH 38°53'09" WEST FOR A DISTANCE OF 140.66 FEET; THENCE RUN SOUTH 45°28'02" WEST FOR A DISTANCE OF 127.51 FEET; THENCE RUN SOUTH 52°09'33" WEST FOR A DISTANCE OF 34.82 FEET; THENCE RUN SOUTH 53°20'42" WEST FOR A DISTANCE OF 31.44 FEET; THENCE RUN SOUTH 57°57'33" WEST FOR A DISTANCE OF 38.01 FEET; THENCE RUN NORTH 74°04'21" WEST FOR A DISTANCE OF 84.15 FEET; THENCE RUN SOUTH 83°42'48" WEST FOR A DISTANCE OF 60.34 FEET; THENCE RUN NORTH 78°25'28" WEST FOR A DISTANCE OF 111.37 FEET; THENCE RUN SOUTH 29°41'39" WEST FOR A DISTANCE OF 67.52 FEET; THENCE RUN NORTH 21°10'19" WEST FOR A DISTANCE OF 167.02 FEET; THENCE RUN NORTH 72°18'22" EAST FOR A DISTANCE OF 32.74 FEET; THENCE RUN NORTH 83°07'38" EAST FOR A DISTANCE OF 81.81 FEET; THENCE RUN NORTH 19°54'26" WEST FOR A DISTANCE OF 47.76 FEET; THENCE RUN NORTH 69°10'44" EAST FOR A DISTANCE OF 43.08 FEET; THENCE RUN SOUTH 85°01'25" EAST FOR A DISTANCE OF 70.43 FEET; THENCE RUN NORTH 74°45'24" EAST FOR A DISTANCE OF 55.73 FEET; THENCE RUN NORTH 58°12'49" EAST FOR A DISTANCE OF 25.59 FEET; THENCE RUN SOUTH 51°52'22" EAST FOR A DISTANCE OF 8.77 FEET; THENCE RUN SOUTH 34°18'19" EAST FOR A DISTANCE OF 32.69 FEET; THENCE RUN NORTH 76°29'56" EAST FOR A DISTANCE OF 56.71 FEET; THENCE RUN SOUTH 82°36'17" EAST FOR A DISTANCE OF 65.65 FEET; THENCE RUN NORTH 76°33'03" EAST FOR A DISTANCE OF 6.59 FEET; THENCE RUN NORTH 45°09'08" EAST FOR A DISTANCE OF 59.64 FEET; THENCE RUN SOUTH 35°40'37" EAST FOR A DISTANCE OF 33.20 FEET; THENCE RUN NORTH 46°57'59" EAST FOR A DISTANCE OF 79.52 FEET; THENCE RUN NORTH 85°24'31" EAST FOR A DISTANCE OF 37.50 FEET; THENCE RUN NORTH 86°37'20" EAST FOR A DISTANCE OF 27.73 FEET; THENCE RUN NORTH 34°28'25" EAST FOR A DISTANCE OF 20.22 FEET; THENCE RUN SOUTH 87°24'15" EAST FOR A DISTANCE OF 51.17 FEET; THENCE RUN SOUTH 47°23'46" EAST FOR A DISTANCE OF 21.19 FEET; THENCE RUN NORTH 87°22'06" EAST FOR A DISTANCE OF 17.01 FEET; THENCE RUN SOUTH 87°24'15" EAST FOR A DISTANCE OF 15.44 FEET; THENCE RUN NORTH 88°10'48" EAST FOR A DISTANCE OF 72.30 FEET; THENCE RUN NORTH 72°43'42" EAST FOR A DISTANCE OF 16.51 FEET; THENCE RUN SOUTH 77°25'38" EAST FOR A DISTANCE OF 85.86 FEET TO A POINT ON A NON TANGENT CURVE, THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 207.67 FEET, WITH A CHORD BEARING OF NORTH 70°37'09" EAST AND A CHORD DISTANCE OF 216.99 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 62°59'37" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 228.32 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 29°11'34" EAST FOR A DISTANCE OF 151.69 FEET; THENCE RUN NORTH 49°52'49" EAST FOR A DISTANCE OF 113.64 FEET; THENCE RUN NORTH 76°05'50" WEST FOR A DISTANCE OF 84.34 FEET; THENCE RUN NORTH 00°10'31" WEST FOR A DISTANCE OF 58.52 FEET; THENCE RUN NORTH 08°19'47" EAST FOR A DISTANCE OF 87.62 FEET; THENCE RUN NORTH 03°09'23" WEST FOR A DISTANCE OF 72.80 FEET; THENCE RUN NORTH 15°48'33" EAST FOR A DISTANCE OF 93.31 FEET; THENCE RUN NORTH 59°55'54" WEST FOR A DISTANCE OF 39.33 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 517.12 FEET, WITH A CHORD BEARING OF NORTH 30°37'23" WEST AND A CHORD DISTANCE OF 445.72 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 51°03'25" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 480.81 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 75°11'39" EAST FOR A DISTANCE OF 59.30 FEET; THENCE RUN NORTH 69°13'50" WEST FOR A DISTANCE OF 102.10 FEET; THENCE RUN NORTH 05°39'03" EAST FOR A DISTANCE OF 12.92 FEET TO A POINT ON A NON TANGENT CURVE; THENCE RUN SOUTHWESTERLY HAVING A RADIUS OF 906.77 FEET, WITH A CHORD BEARING OF SOUTH 73°29'31" EAST AND A CHORD DISTANCE OF 375.07 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°52'17" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.79 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.08 FEET, WITH A CHORD BEARING OF NORTH 59°08'17" EAST AND A CHORD DISTANCE OF 223.54 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 118°27'51" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 268.95 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 621.35 FEET, WITH A CHORD BEARING OF NORTH 13°19'45" EAST AND A CHORD DISTANCE OF 314.74 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 29°20'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 318.20 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 89°03'07" EAST FOR A DISTANCE OF 55.11 FEET; THENCE RUN SOUTH 44°06'41" EAST FOR A DISTANCE OF 58.49 FEET; THENCE RUN SOUTH 76°17'57" EAST FOR A DISTANCE OF 33.78 FEET; THENCE RUN SOUTH 25°50'36" EAST FOR A DISTANCE OF 60.79 FEET; THENCE RUN SOUTH 07°35'23" EAST FOR A DISTANCE OF 133.01 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 170.00 FEET, WITH A CHORD BEARING OF SOUTH 09°12'29" EAST AND A CHORD DISTANCE OF 50.88 FEET; THENCE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 17°12'45" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 51.07 FEET TO THE POINT OF TANGENCY, BEING THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 86 THROUGH 88; THENCE RUN SOUTH 00°36'07" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 505.93 FEET TO THE POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'33" EAST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.99 FEET, WITH A CHORD BEARING OF NORTH 73°38'26" EAST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE; THENCE RUN SOUTHERLY HAVING A RADIUS OF 1749.99 FEET, WITH A CHORD BEARING OF NORTH 75°41'50" EAST, AND A CHORD DISTANCE OF 606.27 FEET; THENCE RUN EASTERLY THROUGH A CENTRAL ANGLE OF 19°57'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT ON THE WESTERLY LINE OF; GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68 AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD THENCE RUN SOUTH 04°19'33" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 5,671,459 SQUARE FEET OR 130.20 ACRES, MORE OR LESS.

## Phase B1 Legal Description

# Integrated LPGA Phase B1 & C1

June 24, 2021

P & B Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Exhibit 4A

2/2019/19-170 BDDO CDD/CADD & P&B/LPGA CDD EXHIBITS/PHASE B1/LPGA LEGAL DESCRIPTION

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 53, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF GRANDE CHAMPION BOULEVARD, ACCORDING TO SAID PLAT, THENCE RUN NORTH 04°19'33" WEST ALONG THE WESTERLY LINE OF SAID PLAT FOR A DISTANCE OF 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1749.98 FEET, WITH A CHORD BEARING OF SOUTH 75°41'50" WEST, AND A CHORD DISTANCE OF 808.27 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 19°57'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 609.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 959.98 FEET, WITH A CHORD BEARING OF SOUTH 73°38'26" WEST, AND A CHORD DISTANCE OF 264.51 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 15°50'14" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°33'33" WEST FOR A DISTANCE OF 258.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET, WITH A CHORD BEARING OF SOUTH 73°31'03" WEST, AND A CHORD DISTANCE OF 232.23 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 16°05'01" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 232.99 FEET TO A POINT ON A NON TANGENT LINE AND THE WEST LINE OF THE AFORESAID 305 FOOT WIDE FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT, OFFICIAL RECORDS BOOK 170, PAGES 347 THROUGH 349 AND OFFICIAL RECORDS BOOK 511 PAGES 88 THROUGH 88; THENCE ALONG SAID EASEMENT AND PROPERTY OF GC LAND LLC, RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 505.93 FEET; THENCE, DEPARTING SAID EASEMENT LINE, RUN NORTH 89°23'53" EAST FOR A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 1554.81 FEET; THENCE RUN NORTH 87°53'01" WEST FOR A DISTANCE OF 100.97 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 223.28 FEET, WITH A CHORD BEARING OF NORTH 35°39'58" WEST AND A CHORD DISTANCE OF 285.39 FEET; THENCE RUN NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 79°28'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 309.80 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 382.22 FEET; THENCE RUN SOUTH 33°35'39" WEST FOR A DISTANCE OF 8.55 FEET; THENCE RUN NORTH 02°10'05" WEST FOR A DISTANCE OF 145.85 FEET; THENCE RUN NORTH 14°58'02" WEST FOR A DISTANCE OF 522.74 FEET; THENCE RUN NORTH 20°46'17" WEST FOR A DISTANCE OF 738.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 367.88 FEET, WITH A CHORD BEARING OF NORTH 53°23'41" WEST, AND A CHORD DISTANCE OF 374.75 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°14'22" FOR AN ARC DISTANCE OF 393.20 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 81°30'49" WEST FOR A DISTANCE OF 149.72 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 143.26 FEET, WITH A CHORD BEARING OF NORTH 31°38'02" WEST, AND A CHORD DISTANCE OF 112.09 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°03'32" FOR AN ARC DISTANCE OF 115.16 FEET TO THE EAST LINE OF THE CITY OF DAYTONA BEACH SEWAGE TREATMENT PLANT PROPERTY LINE, OFFICIAL RECORDS BOOK 1875 PAGE 1551, AND A NON TANGENT POINT; THENCE ALONG THE EAST PROPERTY LINE OF SAID TREATMENT PLANT PROPERTY THE FOLLOWING COURSES: NORTH 00°37'38" WEST FOR A DISTANCE OF 239.30 FEET; THENCE RUN NORTH 00°37'31" WEST CONTINUING ALONG SAID EASTERLY LINE AND NORTHERLY EXTENSION THEREOF FOR A DISTANCE OF 121.38 FEET TO THE NORTHERLY LINE OF A 65 FOOT WIDE EASEMENT TO THE CITY OF DAYTONA BEACH, OFFICIAL RECORDS BOOK 1875 PAGES 1554 THROUGH 1556 AND THE SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC, OFFICIAL RECORDS BOOK 7352 PAGE 4002; THENCE ALONG SAID NORTHERLY EASEMENT LINE, RUN NORTH 70°43'08" EAST FOR A DISTANCE OF 290.25 FEET; THENCE, DEPARTING SAID EASEMENT, CONTINUE ALONG SOUTH PROPERTY LINE OF INDIGO INTERNATIONAL LLC THE FOLLOWING COURSES: NORTH 20°35'40" WEST FOR A DISTANCE OF 72.54 FEET; THENCE RUN NORTH 44°14'18" EAST FOR A DISTANCE OF 42.66 FEET; THENCE RUN NORTH 54°32'53" EAST FOR A DISTANCE OF 142.78 FEET; THENCE RUN NORTH 37°28'24" EAST FOR A DISTANCE OF 204.99 FEET; THENCE RUN NORTH 53°51'36" EAST FOR A DISTANCE OF 80.10 FEET; THENCE RUN NORTH 48°22'34" EAST FOR A DISTANCE OF 138.96 FEET; THENCE RUN NORTH 28°50'04" EAST FOR A DISTANCE OF 31.63 FEET; THENCE RUN NORTH 23°12'34" EAST FOR A DISTANCE OF 17.26 FEET; THENCE RUN NORTH 57°07'45" EAST FOR A DISTANCE OF 49.63 FEET; THENCE RUN NORTH 50°03'37" EAST FOR A DISTANCE OF 27.12 FEET; THENCE RUN NORTH 33°58'35" EAST FOR A DISTANCE OF 143.78 FEET; THENCE RUN NORTH 19°45'48" EAST FOR A DISTANCE OF 252.11 FEET; THENCE RUN NORTH 07°12'08" EAST FOR A DISTANCE OF 249.61 FEET; THENCE RUN NORTH 08°59'46" EAST FOR A DISTANCE OF 177.53 FEET; THENCE RUN NORTH 89°23'54" EAST FOR A DISTANCE OF 15.30 FEET; THENCE RUN NORTH 00°36'08" WEST FOR A DISTANCE OF 801.94 FEET; THENCE RUN NORTH 36°52'10" EAST FOR A DISTANCE OF 731.47 FEET TO A POINT ON THE EAST LINE OF AFORESAID 305 FOOT FLORIDA LIGHT AND POWER EASEMENT; THENCE RUN SOUTH 00°36'08" EAST ALONG SAID EAST LINE, CONTINUING ALONG SAID SOUTHERLY LINE OF INDIGO INTERNATIONAL LLC FOR A DISTANCE OF 3171.55 FEET; THENCE RUN SOUTH 00°36'07" EAST CONTINUING ALONG SAID PROPERTY FOR A DISTANCE OF 531.81 FEET; THENCE DEPARTING SAID EASTERLY LINE AND CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: NORTH 89°23'54" EAST FOR A DISTANCE OF 116.71 FEET; THENCE RUN SOUTH 17°30'02" EAST FOR A DISTANCE OF 56.08 FEET; THENCE RUN SOUTH 39°34'45" EAST FOR A DISTANCE OF 35.62 FEET; THENCE RUN SOUTH 45°13'49" EAST FOR A DISTANCE OF 126.20 FEET; THENCE RUN SOUTH 33°58'47" EAST FOR A DISTANCE OF 139.30 FEET; THENCE RUN SOUTH 51°33'58" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 83°26'01" EAST FOR A DISTANCE OF 25.26 FEET; THENCE RUN NORTH 69°27'28" EAST FOR A DISTANCE OF 26.95 FEET; THENCE RUN SOUTH 32°35'52" EAST FOR A DISTANCE OF 70.47 FEET; THENCE RUN SOUTH 36°12'06" EAST FOR A DISTANCE OF 18.83 FEET; THENCE RUN SOUTH 56°36'18" EAST FOR A DISTANCE OF 56.62 FEET; THENCE RUN SOUTH 49°45'36" EAST FOR A DISTANCE OF 69.95 FEET; THENCE RUN SOUTH 26°00'00" EAST FOR A DISTANCE OF 165.00 FEET; THENCE RUN SOUTH 00°57'14" WEST FOR A DISTANCE OF 109.10 FEET; THENCE RUN SOUTH 20°00'00" EAST FOR A DISTANCE OF 92.00 FEET; THENCE RUN SOUTH 31°00'00" EAST FOR A DISTANCE OF 225.00 FEET; THENCE RUN SOUTH 13°33'59" EAST FOR A DISTANCE OF 129.51 FEET; THENCE RUN SOUTH 20°00'00" WEST FOR A DISTANCE OF 115.29 FEET; THENCE RUN SOUTH 30°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 14°30'00" WEST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 08°30'00" EAST FOR A DISTANCE OF 125.00 FEET TO THE NORTHERLY MOST PROPERTY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 2 MAP BOOK 53 PAGE 182; THENCE, THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF SAID PLAT: RUN SOUTH 41°30'00" WEST FOR A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 16°40'52" EAST FOR A DISTANCE OF 78.68 FEET; THENCE RUN SOUTH 04°00'00" WEST FOR A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 05°00'00" EAST FOR A DISTANCE OF 79.00 FEET; THENCE RUN SOUTH 14°00'00" EAST FOR A DISTANCE OF 87.00 FEET; THENCE RUN SOUTH 16°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 15°00'00" EAST FOR A DISTANCE OF 66.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 23°00'00" EAST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 19°30'00" EAST FOR A DISTANCE OF 99.00 FEET; THENCE RUN SOUTH 29°30'00" EAST FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH 82°00'00" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 17°30'00" EAST FOR A DISTANCE OF 15.80 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 36°14'48" EAST, AND A CHORD DISTANCE OF 16.07 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°28'43" FOR AN ARC DISTANCE OF 16.36 FEET TO A NON TANGENT POINT; THENCE RUN SOUTH 06°55'27" EAST FOR A DISTANCE OF 192.85 FEET; THENCE RUN NORTH 74°43'22" EAST FOR A DISTANCE OF 66.63 FEET; THENCE RUN SOUTH 28°13'10" EAST FOR A DISTANCE OF 98.79 FEET; THENCE RUN NORTH 88°01'10" EAST FOR A DISTANCE OF 51.50 FEET; THENCE RUN SOUTH 81°23'13" EAST FOR A DISTANCE OF 85.59 FEET; THENCE RUN SOUTH 44°44'09" EAST FOR A DISTANCE OF 59.50 FEET; THENCE RUN SOUTH 09°34'39" EAST FOR A DISTANCE OF 63.06 FEET; THENCE RUN SOUTH 08°38'56" EAST FOR A DISTANCE OF 92.55 FEET; THENCE RUN SOUTH 12°16'20" EAST FOR A DISTANCE OF 88.33 FEET TO THE NORTHWESTERLY CORNER OF GRANDE CHAMPION AT PARCEL SW-29 PHASE 1, MAP BOOK 53, PAGE 68; THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID PLAT THE FOLLOWING COURSES: RUN SOUTH 30°27'29" EAST FOR A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 54°51'26" EAST FOR A DISTANCE OF 77.63 FEET; THENCE RUN SOUTH 18°58'57" EAST FOR A DISTANCE OF 70.72 FEET; THENCE RUN SOUTH 40°42'11" EAST FOR A DISTANCE OF 59.21 FEET; THENCE RUN SOUTH 16°14'15" EAST FOR A DISTANCE OF 61.95 FEET; THENCE RUN SOUTH 03°22'23" WEST FOR A DISTANCE OF 57.23 FEET; THENCE RUN SOUTH 09°13'20" EAST FOR A DISTANCE OF 64.14 FEET; THENCE RUN SOUTH 46°30'36" WEST FOR A DISTANCE OF 91.03 FEET; THENCE RUN SOUTH 45°13'00" WEST FOR A DISTANCE OF 49.15 FEET; THENCE RUN SOUTH 41°00'17" WEST FOR A DISTANCE OF 72.18 FEET; THENCE RUN SOUTH 63°03'16" WEST FOR A DISTANCE OF 75.32 FEET; THENCE RUN NORTH 79°18'16" WEST FOR A DISTANCE OF 84.73 FEET; THENCE RUN NORTH 37°55'31" WEST FOR A DISTANCE OF 40.72 FEET; THENCE RUN SOUTH 54°17'06" WEST FOR A DISTANCE OF 38.98 FEET; THENCE RUN SOUTH 54°14'03" WEST FOR A DISTANCE OF 93.63 FEET; THENCE RUN SOUTH 06°57'56" WEST FOR A DISTANCE OF 111.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED GRANDE CHAMPION BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 7,612,346 SQUARE FEET OR 174.76 ACRES, MORE OR LESS

LESS AND EXCEPT (PROPOSED DUNN AVENUE)

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 32 EAST IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 89°31'51" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1697.61 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°36'06" WEST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2057.50 FEET, WITH A CHORD BEARING OF NORTH 18°08'02" EAST, AND A CHORD DISTANCE OF 1321.74 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 37°28'16" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1345.59 FEET TO A POINT OF TANGENCY, BEING A POINT ON THE AFORESAID SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7352, PAGE 4002; THENCE RUN NORTH 36°52'10" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 33.62 FEET; THENCE CONTINUE SOUTH 00°36'06" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 195.27 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1942.50 FEET, WITH A CHORD BEARING OF SOUTH 16°20'35" WEST, AND A CHORD DISTANCE OF 1132.28 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 33°53'22" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1148.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°36'06" EAST FOR A DISTANCE OF 1892.29 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°36'07" EAST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1432.50 FEET, WITH A CHORD BEARING OF SOUTH 16°34'54" WEST, AND A CHORD DISTANCE OF 846.42 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°22'02" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 859.24 FEET TO A POINT ON A NON TANGENT LINE ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6799, PAGE 2846 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 02°10'05" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 145.85 FEET; THENCE CONTINUE NORTH 14°58'02" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 50.80 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1317.50 FEET, WITH A CHORD BEARING OF NORTH 13°16'39" EAST, AND A CHORD DISTANCE OF 632.08 FEET; THENCE RUN NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27°45'31" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 636.30 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°36'07" WEST FOR A DISTANCE OF 891.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 551,228 SQUARE FEET OR 12.65 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY

AND CONTAINS 7,061,118 SQUARE FEET OR 162.10 ACRES, MORE OR LESS

Phase C1 Legal Description

## Integrated LPGA Phase B1 & C1

June 24, 2021

P & R Job No.: 19-170

2602 E. Livingston St.  
Orlando, Florida 32803-407-487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Exhibit 4A

23/2019-19-170 INDO COO (CA) (P) & POS LPGA COO (CA) (P) PHASE 2/4 LPGA LEGAL DESCRIPTION

*FIFTH ORDER OF BUSINESS*

INDIGO  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Indigo Community Development District was held Wednesday, September 22, 2021 at 1:00 p.m. in the Holiday Inn Daytona Beach LPGA Boulevard, Ballroom, 137 Automall Circle, Daytona Beach, Florida.

Present and constituting a quorum were:

John McCarthy	Chairman
Mark McCommon	Vice Chairman
Robert E. Welsh	Assistant Secretary
Kevin Kilian	Assistant Secretary
Ken Workowski	Assistant Secretary

Also Present were:

James Perry	District Manager
Katie Buchanan	District Counsel
Mark Stehli	District Engineer by telephone
Kurt von der Osten	Field Operations Manager
Jamie Rountree	Team Rountree
Ken Artin	Bond Counsel
Lo Etienne	Bond Counsel
Sara Zare	MBS Capital Markets LLC by telephone
Andre Vidrine	Integrated Development by telephone

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Perry called the meeting to order at 100 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Consideration of Financing Matters**

**A. Phase A1**

- 1. Supplemental Assessment Resolution 2021-07**
- 2. Acquisition Agreement**

- 3. Completion Agreement**
- 4. Collateral Assignment and Assumption Agreement**
- 5. True-Up Agreement**
- 6. Declaration of Consent**

Mr. Perry stated under Tab III/A/1 is the supplemental assessment resolution 2021-07. This is a standard form resolution regarding the 2021 Bonds. Attached to the resolution are several documents including the engineer's report for the Phase A1 Section, supplemental assessment methodology and exhibits for the maturity of the bonds, amortization schedule, sources and uses, annual debt service payment. As you will recall we started the bond process for the A1 bonds several months ago and the bonds will be applied against 195 single-family units. We had a master methodology that was done a little over a year ago, which considered financing all of the construction improvements and it had a high bond amount, then based upon the pricing and assessment levels set for these lots you will see under the assessment methodology report the assessment amounts for each of the different type of lots, a 49-foot product and 50-59-foot lot product and those assessments come in at \$727 on a net annual basis to \$908 on the larger lots. The average coupon interest rate is 3.69% for these bonds and they are structured like your other bonds, a 30-year bonds.

On MOTION by Mr. Welsh seconded by Mr. McCarthy with all in favor Resolution 2021-07 was approved.
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Ms. Buchanan stated I will go through the agreements. These are documents we ask all the developers or landowners who issue bonds to sign. They help us bridge the gap between the amount of bonds that are issued and the amount of assessments that are issued and the total project that is going to be required. They dictate how we make sure that the project is complete and that the assessments are sufficient to pay the district's debt service on the bonds.

The first agreement is the acquisition agreement between Lennar Homes and Indigo CDD and it dictates how the district is going to acquire infrastructure improvements and work product from Lennar. Lennar is putting the improvements in the ground compared to having the district contract for the work. This explains that we are going to accept the conveyances on an as is basis, but we are going to get work product releases and assignments of warranties from the engineers and contractors so if there is a problem, we have the ability to enforce those issues. It also clarifies

that the real property is going to be conveyed to the district at no cost, that is not going to be part of the bond proceeds and it details how the taxes are supposed to be allocated at the time of conveyance. It also requires that we have an engineer's certificate for the district to ensure that the improvements are of the quality and type and nature that we expect them to be. It is essentially an agreement where we agree to issue bonds, you agree to build the improvements and then we will use the bond proceeds to buy the improvements subject to the procedures and process in the acquisition agreement.

The completion agreement, in this instance because Lennar has tightly structured this deal there is not going to a lot of project left that the district is going to have to pay for, for the existing contracts. What the completion agreement does is require Lennar to finalize any of the project costs that are in the Phase A1 CIP. Anything that is necessary to develop the Phase A1 portion of the community is going to be either paid for by Lennar to complete or hired by Lennar to complete. The district does not have the obligation to fund any of the project except for the amount of the bond proceeds that are available to put towards it. All the other completion obligations lies with Lennar and could be pursued under this agreement by the district. In its most simplistic form that is the purpose of the completion agreement. We don't get to arbitrarily change the scope of the Phase A1 project, we all agreed to what it is so we can't add additional improvements to it, that wouldn't be fair to Lennar. Collateral Assignment and Assumption is a little bit less intuitive, but essentially this ensures the district has the ability to assume and take control over all the permits and other entitlements necessary to development the property. If the district has to foreclose the special assessments, we get title to the property, but the reality is the dirt itself isn't that valuable unless you have all the other tools that are necessary to develop it. This collateral assignment ensures that these things are automatically conveyed to the district in the event of a default by the landowner. It doesn't apply and ceases to apply once the property is conveyed over to an end user. It is not going to impact a person who lives there. If Lennar defaults on its requirement to pay the assessments, then we would have to pursue the foreclosure and we would also be able to rely on this for the plans, covenants, permit approvals, impact fees, all of the other intangible things that go along with the development of the property. This assigns them in advance, and it sort of lies silently unless there is a default. If there is no default, we never have to act on it, but in the event there is a default we already have this worked out.

Mr. McCommon asked the land doesn't go to the bondholders; it goes to the district?

Ms. Buchanan stated correct and in the event the district takes title to it the bondholder directs us on what to do with it. Ultimately, the bondholders do direct the proceedings, but the district is the one on the ground that manages it, similar to the way we are currently in foreclosure with some of the defaulted parcels that existed previously. Subsection 9 on page 6 does indicate that this agreement is being entered into on behalf of the trustee who is standing in the shoes of the bondholders and acting on their behalf. This is what dictates that we are going to act under their agreement, or we can assign it to them if we are not capable of doing it ourselves.

Next is the true-up agreement and this takes the information that is incorporated in the supplemental assessment methodology the specific number of units and the total amount of debt allocated to the property and it describes the way that the district ensures that it is going to collect enough money to make its debt service payments. Lennar is committed to construct 195 units. If they chose to only put in 100 units and were assessed at the levels adopted in the supplemental assessment methodology, we wouldn't have enough money to pay our debt service. There is path forward for the district to then fix that problem. What we do here is say, Lennar if you hit a snag in your development plans and you lose five units, Lennar is going to be obligated to pay to the district out of pocket, we don't reallocate assessments, we don't find another source of money for those assessments, Lennar has to true-up the number of units they have and cut us a check for the difference in that debt service.

Mr. McCommon asked during buildout does Lennar pay the assessment on that?

Mr. Buchanan stated the developer is going to carry the debt service until it is sold to an end user. I think there is a capitalized interest period.

Mr. Perry stated yes, November 2022.

Ms. Buchanan stated that means they have built into the structure of the bonds a ramp up period so that gives the developer an opportunity to try to sell lots, but the first principal payment on the bonds isn't due until May 2023. It also has other belt and suspender assurances; they waive certain prepayment rights by statute because it helps us keep our lien book intact and they commit to providing us with the plat so that we can review the plat to ensure that they have the right number of units they are going to put in place. They have a provision that says if they convey the property to someone else, this agreement runs with the land so it will be recorded and it is going to be picked up by any successive homeowner, not counting an end user, but if they were to sell it to a homebuilder this would also drive through.



The last one is the declaration of consent and this is what we use to have the developer affirmatively acknowledge that the district was established properly, that the assessments were properly levied and that they waive the prepayment rights and they also waive certain rights of affirmed defenses that we have seen over the years of foreclosures so this is an eyes wide open document, meaning that the developer agrees to accept and pay the assessments necessary to secure the bonds understanding that we are not going to fight about these things down the line, you have already given up this right and consented to these things for this issuance.

Those are what we call developer agreements and are designed to fill in the holes of the worst case scenario that could happen and if we don't have money for the project there is the completion agreement, if we don't have enough units to pay the debt service, there is the true-up agreement, if we take the land and don't have development rights there is the collateral assignment. They just help us feel comfortable and help the bondholders feel comfortable that in the event of a problem these things we can rely on.

Mr. McCommon asked were all these things in place at the time of the previous default?

Ms. Buchanan stated no they were not, we have over 20-years of experience between then and now. The collateral assignment was a big deal because we did learn some hard lessons where we foreclosed, the special assessments got the real property, but they continued to fight about the entitlements and development rights.

What will happen today is that Lo and Ken have brought all the bond documents that they are going to need to be signed in connection with the funding, which I think is going to happen on Friday. The chairman is going to sit down with us after the meeting and go through and sign the documents, the development agreement is here to sign, and Lennar's lawyer is working on getting signature copies on his side as well. What we hope to do is have all these documents executed, in place in a very tidy folder so that when Friday rolls around the bonds will be sold and funded and then at your next meeting, I would expect Lennar is going to come talk to us about turning over the improvements.

Mr. Welsh asked if a homeowner decides to buy two lots and build one house he gets assessed on both lots, am I correct?

Ms. Buchanan responded correct on the debt.

Mr. Perry asked, Mark, can you provide the status of the improvements?

Mr. Stehli stated we had a meeting this morning with the developer and went through that. The entire site has been mass graded, all the ponds have been excavated, the water system they are applying for a certification of the northern portion of the development following up with the southern portion water system certification in the upcoming months. Storm sewer system is almost complete in the northern portion and the sanitary sewer system is completed in the northern portion of the development, and the reclaimed system is completed in the northern portion of the development. In the southern portion, storm is about 90% complete, sewer is about 90% complete and water and reclaimed are around 60% to 70% complete. We have about 40% of the curbing in through the development and probably road base down in 10% of the development. It is moving forward and over the next couple of months we will be pulling together our certification packages to close out the project.

Ms. Buchanan stated maybe you and I should talk offline because we want to make sure that we don't turn over anything that needs to run to the district to ensure that we have sufficient funding. I think we are going to be fine because the stormwater system itself is over \$3 million, which is a good amount of the bonds we are issuing, but I just want to make sure we don't lose the opportunity to capture costs. I think we have an open issue on the table with the developer agreements and if it is okay, we will circle back to your engineer's agreement and what I sent the email about earlier.

Mr. Stehli stated that will be fine.

Ms. Buchanan asked does anyone have any questions on the developer agreements, bond issuance or the project itself?

There being none,

On MOTION by Mr. McCarthy seconded by Mr. McCommon with all in favor the acquisition agreement, completion agreement, collateral assignment and assumption agreement, true-up agreement and declaration of consent were approved.
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Ms. Buchanan stated there is an engineer's agreement relating to the Phase A1 services. What we would hope that Mark would agree to do on behalf of his firm is issue to the district a certificate from the district's engineer in connection with closing and his engineer's report. This is what we contemplated if you will recall a long time ago. This bond issuance sort of went it fits

and starts, it took a long time to get this one off the ground and we realized that we had never actually executed the agreement to put Mark's firm under contract with the CDD. We would like to have the board authorize this agreement so that Mark can have it executed on his behalf. It is our standard engineering agreement with the understanding that what he would do is have work authorizations for the scope of work that he needed to do in connection with Phase A1. It does include the authorization of the money he would be due for the work he has done in connection with A1 including the preparation of the report, the certificate and other things that have been completed by his firm. Because we realized this hole in our process very recently, Mark hasn't had a chance to go through it in great depth, which is why I would request that it be in substantial form. I don't think it will take long because he has seen and used this form before.

Mr. McCommon stated it says the fees are \$25,000 plus potential other work.

Ms. Buchanan stated the other work will likely come into play when it is time to convey improvements over to the CDD and that would also be paid out of the bond proceeds. When we have to prepare the bill of sale, he has to certify that the improvements were completed, that is really the only thing that we would expect him to have to do for the district.

Mark, have I said anything that causes you concern or anything you need to address?

Mr. Stehli stated no, I did have a chance to go over the agreement and it does look similar to other CDD documents we have seen. I don't see an issue at this point.

On MOTION by Mr. McCarthy seconded by Mr. Welsh with all in favor the engineering agreement and associated work authorization with Poulos & Bennett for Phase A1 services was approved in substantial form.

## **B. Phase B1 and C1**

Mr. Perry stated this is repeating the process similar what we have just done. You have in front of you a master assessment methodology for Phase B1 and C1. This is for an additional 405 lots, and this is the first step in the process. You have a master methodology report, and we will come back to the board with the supplemental that will be based upon the pricing of the bonds and it should look somewhat similar to what you had here previously. Your supplemental will be a lot lower numbers than the ones in the master. There are several documents we look to the board to approve, the first is an engineering services agreement for the B1 and C1 area.

### **1. Engineering Services Agreement with Poulos & Bennett**

On MOTION by Mr. McCarthy seconded by Mr. Welsh with all in favor the engineering services agreement with Poulos & Bennett for Phase B1 and C1 was approved.

### **2. Funding Agreement**

Mr. Perry stated next is the funding agreement and this is a standard form agreement very similar to what you previously approved for the 2021 Bonds.

Ms. Buchanan stated it is intended to ensure that the landowner bears the risk and cost of the bond issuance, not your O&M budget.

On MOTION by Mr. Kilian seconded by Mr. McCommon with all in favor the bond team funding agreement between the district and Lennar Homes was approved.

Mr. McCommon asked what is the timing expected from Lennar's point of view?

Ms. Zare stated the preliminary is around May 2022 for the second phase.

### **3. Engineer's Report**

Mr. Perry stated you have a copy of the engineer's report in the agenda packet dated June 24, 2021. There are quite a few different line items in the report for improvements, including roadways, underground, electrical, streetlighting, landscaping, stormwater facilities, utilities, water sewer, reclaimed.

Mr. Welsh asked are they going to put a stoplight in?

Mr. Perry stated that was a discussion at the last meeting, I don't believe that is included in this report. Andre, do you have an update on a traffic light?

Mr. Vidrine stated we have been in touch with the City of Daytona Beach and FDOT multiple times and the complexity was that FDOT was trying to get the mast arm for the future expansion of International Speedway Parkway, which was really complex. They agreed to do what they originally agreed to do, and they are going to do the original design. The city is formalizing all of the details on the work and now that Lennar knows what size mast arm they need they are

able to move forward. I do know that there will be a bond in place for this as well. They have way too much money in the ground to not do that and when it is bonded it is guaranteed to get built. The light is going to get built it is a matter of when it is operational and now that FDOT has backed off they can wrap up design and order the mast arm. The exact installation would probably be a Lennar question.

Mr. Perry asked did I hear you correctly that no C.O.s would be issued until the light was completed?

Mr. Vidrine stated complete or bonded. The other reason it was complicated, and I need to get details on this, but as I understand it there is another benefit for the entrance area there is going to be a crosswalk installed and some sidewalk. That was not a cheap endeavor. I don't have the details on that.

Mr. Perry stated in the engineer's report the total improvements for the project is a little over \$15 million and those numbers flow through to the assessment methodology report.

Mr. Welsh asked are the costs based on 2021 costs?

Mr. Perry responded it is based on current cost estimates.

Mr. Welsh asked as inflation increases, does that change?

Mr. Perry responded I can't speak for the engineer, but I think most of the project costs are not a long time period out. He might have a small inflationary factor in there.

Ms. Buchanan stated they built in contingency of 10% and then remember they have to complete the project no matter what it ends up costing.

On MOTION by Mr. McCarthy seconded by Mr. Workowski with all in favor the engineer's report was approved.

#### **4. Assessment Methodology Report**

Mr. Perry stated you have the assessment methodology report for the master special assessments for Phases B1 and C1 for the 405 lots that are planned. This methodology contemplates that all the construction costs will be financed by a bond. We don't expect that to be the final assessment methodology. This is the same format you have seen before.

On MOTION by Mr. Welsh seconded by Mr. Workowski with all in favor the assessment methodology report was approved.

**5. Resolution 2021-08 Declaring Special Assessments**

Ms. Buchanan stated there are a couple blanks in the resolution and if you go to Table 2 of the assessment methodology, we can fill them in together. The total cost of the improvements is going to be under sources and uses and what we anticipate to be the construction fund of \$15,265.729 and that ties off to the amount included in the engineer's report. That is not the only thing that bond proceeds pay for so what Jim has also grossed it up to include debt service reserve fund requirements, the interest reserve requirements, the cost of issuance to get the total amount of bond proceeds, which the assessments would offset to be more like \$20,030,000. Those are the two numbers we will fill in those blanks in the assessment resolution. These are the maximums we anticipate bringing down.

On MOTION by Mr. Welsh seconded by Mr. McCarthy with all in favor Resolution 2021-08 was approved.

**6. Resolution 2021-09 Setting a Public Hearing for the Purpose of Imposing Special Assessments**

Mr. Perry stated Resolution 2021-09 sets the public hearing for the purpose of imposing special assessments.

Ms. Buchanan stated given the timing for these bonds, my suggestion is the next regularly scheduled meeting that gives us more than 30-days to notice. I don't think we need a special meeting for this.

Ms. Zare stated I agree with that.

On MOTION by Mr. Workowski seconded by Mr. McCarthy with all in favor Resolution 2021-09 setting the public hearing for November 17, 2021 was approved.

**FOURTH ORDER OF BUSINESS****Approval of the Minutes of the August 25, 2021 Meeting**

On MOTION by Mr. McCarthy seconded by Mr. Welsh with all in favor the minutes of the August 25, 2021 meeting were approved as presented.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being none, the next item followed.

**B. District Engineer**

There being none, the next item followed.

**C. District Manager**

There being none, the next item followed.

**D. Field Operational Manager**

Mr. von der Osten stated other than the basic things we have going on out there in maintenance, I had a chance to speak with the city regarding an update on the repaving projects. It is basically complete, punch out is complete per the city. The remaining item is the thermal plastic, and the bids came in so high they sent that entire contract back out to bid. I brought up the subject of pavers at the entrance and currently they only plan to level it out, raising the potholes, pulling the pavers, do sub-base right on the spot and they budgeted approximately \$10,000 for that repair. I inquired about their other bids and why they totally dropped replacing those during this project and they had two options bid. One was a thermoplastic system stamped to look like a brick pattern or any pattern you would like. The cost of that came in at the \$250,000 range. It came out slightly less to totally remove the pavers, rebuild the base and put in new pavers, about \$20,000 less at \$230,000. Those were both scrapped in lieu of basic repairs.

Mr. McCarthy asked when do they anticipate doing that?

Mr. von der Osten stated there is no anticipated time.

Mr. McCommon stated I think the question was, were we willing to contribute to the fix so we could conceivably pay to get that fixed in a more timely manner.

Mr. von der Osten stated I did ask what their thoughts were on some type of cost share agreement with the district. Certainly, that was not dismissed but it is a topic that will likely have to go before the commission. It was originally constructed by the CDD and dedicated to the city.

Mr. McCommon asked do they have any inkling as to how effective the fix would be, if they fixed the potholes and leveled them out again? Is it something that is going to last a while or do we just not know?

Mr. von der Osten stated a year or two years.

Mr. McCommon asked is that because when it was originally put in it wasn't done properly?

Mr. von der Osten stated they were installed and potentially the sub-base was not totally correct and then you developed the entire community on top of those pavers. It is a matter of wear and tear and who knows what the water table is like up there.

Mr. McCommon stated I wasn't present for the last meeting and know there was discussion about it. Because there is no estimated date of when the city would take care of this, I'm concerned it will continue to deteriorate and at the same time our residents suffer for that. Can we go back to the city, I'm not sure about the right amount of dollars we would be willing to allocate to do some repairs, \$10,000 as an example, and just do the work instead of waiting for the city to do some of this. Realizing at the same time it is potentially lasting a year or two from now.

Mr. von der Osten stated maybe I misspoke. The repairs are coming up shortly and completed in approximately 60 days.

Mr. McCommon stated two meetings ago when they had finished the paving, Ken had brought up and some of us had also seen the one manhole cover area that was very uneven. Has that been fixed?

Mr. Workowski stated yes.

Mr. von der Osten stated the only other item I have been approached with was there was a drainage issue, a stormwater system on Catriona. I visited and spoke with the engineer and sent everything I found out and observed to Renar. It appears the lake possibly has sediment from the construction on that road and has reduced capacity and they would have to go in and clean it out and restore it to its former capacity.

## **SIXTH ORDER OF BUSINESS**

### **Supervisors Requests and Public Comments**

There being none, the next item followed.

## **SEVENTH ORDER OF BUSINESS**

### **Approval of Check Register**



On MOTION by Mr. McCarthy seconded by Mr. McCommon with all in favor the check register was approved.

**EIGHTH ORDER OF BUSINESS**

**Financial Statements as of August 31, 2021**

A copy of the financials was included in the agenda package.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – Wednesday,  
October 17, 2021 at 1:00 p.m. @ Holiday Inn**

Mr. Perry stated the next scheduled meeting is October 17, 2021 at 1:00 p.m. in the same location and November 17<sup>th</sup> we will have the public hearing. I know we skip some meetings and maybe we will skip October if we don't have anything that needs to come before the board, but we will let you know.

Mr. McCommon asked what is the status of the settlement agreement with the bondholders and so forth?

Mr. Artin stated the Thoroughbred Classic purchase of the corner lots at International Speedway Boulevard and LPGA closed earlier this week and that payment went through at closing and it should be with the bond trustee as we speak. The INA settlement agreement was signed by the bondholders on September 20<sup>th</sup> and the landowner has 30-days to pay and we spoke with Mr. Fosler yesterday and their payment is due on or about October 19<sup>th</sup>.

Mr. McCommon stated there was part of a payment coming to us as well.

Mr. Artin stated yes, that is what I was just sharing with Katie, your settlement on your O&M side was \$97,000.

Mr. McCommon stated by the time the next meeting comes around we will have received that.

Mr. Artin stated yes.

Mr. McCommon stated that is something we hadn't budgeted for.

Mr. Perry stated that is correct.

On MOTION by Mr. Welsh seconded by Mr. Workowski with all in favor the meeting adjourned at 1:55 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *SIXTH ORDER OF BUSINESS*



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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September 22, 2021

Board of Supervisors  
Indigo Community Development District  
c/o GMS, LLC  
219 E. Livingston Street  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Indigo Community Development District, Volusia County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Indigo Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSOFL.COM, PH: (407) 841-5524.**

Our fee for these services will not exceed \$5,100 for the September 30, 2021 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Indigo Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



\_\_\_\_\_  
Antonio J. Grau

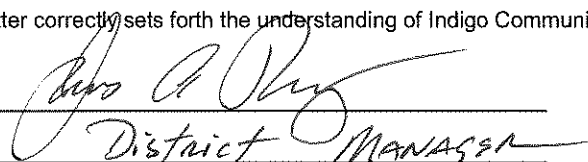
RESPONSE:

This letter correctly sets forth the understanding of Indigo Community Development District.

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

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

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

  
District Manager  
9/22/21





**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,  
*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

## *SEVENTH ORDER OF BUSINESS*

*A.*

*1.*

**MEMORANDUM**

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

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During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

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newspaper's website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district's board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

### 3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of "general circulation" authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

#### **Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District's Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~"General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week.~~ Each Notice shall state, as applicable:

\* \* \*

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~46~~15, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

2.

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

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As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. *See* §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

### **VII. Resolution of Disputes**

\* \* \*

#### **B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within



four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

- ~~34~~. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
- ~~45~~. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
- ~~56~~. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
- ~~67~~. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

**X. Late Payment Interest Charges**

\* \* \*

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**RESOLUTION 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE \_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES  
AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*;  
PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
**COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**



## **COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

\_\_\_\_\_, 2021

**Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the [REDACTED] Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone [REDACTED], email [REDACTED]).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date



4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

**1. Mailing and Drop Off Address**

	Community Development District

**2. Email Address**

--

**VI. Calculation of Payment Due Date**

**A. Non-Construction Goods and Services Invoices**

**1. Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

**2. Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

**3. Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

##### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

3.



# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

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As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

4.

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

**Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

**What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

*B.*



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## Stormwater Management and Civil Engineering

### Scope of Services and Fees Stormwater Needs Analysis Report Indigo Community Development District

November 15, 2021

Mr. John McCarthy  
Indigo Community Development District  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Pursuant to your request please find **Singhofen & Associates, Inc. (SAI)** scope of services for civil engineering consulting services to **Indigo Community Development District (District)** for the preparation of the **Stormwater Needs Analysis Report**. Recently enacted Florida Statutes Section 403.9302 requires municipalities and special districts to provide a 20-year needs analysis to be submit to the Office of Economic & Demographic Research (EDR). As this is a newly enacted statute, this will be the initial report for the District and is required to be completed by June 30, 2022. Future updates to the analysis will be required as the statute requires the analysis to be updated and submit every five years.

The information listed below presents our scope of services and an estimate for providing those services.

#### **SCOPE OF SERVICES**

SAI will coordinate with the District and District Staff to conduct the required stormwater needs analysis. The analysis will largely follow templates provided by EDR with additional details and calculations provided as needed for clarification and backup documentation. SAI will prepare and include in the report any relevant figures, maps, and tables. The report is generally anticipated to include the following outline:

- Background information and description of the stormwater management program
- Description of stormwater facilities and infrastructure
- Current and projected residents within service area
- Current and projected stormwater service area
- Current and projected stormwater maintenance and operation costs, including anticipated improvements/projects and funding sources
- Estimated remaining useful life of major components or facilities
- Most recent 5-year historical contributions and expenditures costs for operation and maintenance or expansion projects
- Future operation and maintenance and expansion funding plan

#### **COMPENSATION**

The anticipated budget is **\$15,000** based on attached hourly rates. Reimbursable expenses will be incurred at direct cost and include: drawing, document reproduction, plots, binding, shipping, and mileage expenses at the published US Treasury (IRS) rate. It is understood that this is only an estimate and that the fees incurred may be less than or more than the anticipated budget.

**HOURLY FEE RATE SCHEDULE**

<b>Personnel</b>	<b>Hourly Rates</b>
Project Manager	\$242.00
Professional Engineer II	\$170.00
Engineer Intern / Scientist II	\$127.00
CAD/GIS Technician III	\$134.00
Technician I	\$75.00
Administrative Assistant III	\$129.00

By signing below, both parties accept and agree to the above referenced scope of work and further agree that the work will be performed in accordance with the current contract between Singhofen & Associates, Inc. and the Indigo Community Development District.

***Singhofen & Associate, Inc.***

***Indigo Community Development District***

\_\_\_\_\_  
Kent J. Boulicault, P.E.                      Date  
Vice-President

\_\_\_\_\_  
John McCarthy                                      Date  
Chairman

## *NINTH ORDER OF BUSINESS*



# Indigo

## Community Development District

### Summary of Invoices

September 15, 2021 to November 10, 2021

Fund	Date	Check No.'s	Amount
General Fund	9/22/21	4785-4789	\$ 23,085.55
	9/23/21	4790	\$ 34,457.00
	9/28/21	4791-4794	\$ 17,739.83
	10/6/21	4795-4798	\$ 44,072.74
	10/8/21	4799	\$ 5,984.15
	10/20/21	4800-4803	\$ 58,336.91
	10/27/21	4804-4807	\$ 5,269.35
	11/2/21	4808	\$ 181.66
	11/9/21	4809-4811	\$ 26,064.76
			<hr/> \$ 215,191.95
Payroll	<u>September 2021</u>		
	John McCarthy	50583	\$ 184.70
	Kenneth Workowski	50584	\$ 184.70
	Kevin Kilian	50585	\$ 184.70
	Mark McCommon	50586	\$ 159.70
	Robert Welsh	50587	\$ 164.70
			<hr/> \$ 878.50
			<hr/> \$ 216,070.45

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/22/21	00165	9/15/21 1120	202109 300-15500-10000		*	500.00	
			OFFICE SUPPLIES OCT21				
				C.L.O. MANAGEMENT LLC			500.00 004785
9/22/21	00017	8/04/21 4043876	202107 310-51300-48000		*	556.44	
			NOT.FY21/22 BDGT/BRD MTG				
				DAYTONA BEACH NEWS-JOURNAL			556.44 004786
9/22/21	00137	9/20/21 14631	202109 300-15500-10000		*	13,547.00	
			FY22 PROPERTY INSURANCE				
		9/20/21 14631	202109 300-15500-10000		*	8,154.00	
			FY22 GEN.LIAB/PUBLIC OFFC				
				EGIS INSURANCE ADVISORS, LLC			21,701.00 004787
9/22/21	00160	9/01/21 26658	202109 330-53800-46200		*	34,907.00	
			MTHLY GROUNDS MAINT SEP21				
		9/01/21 26658	202109 320-53800-46200		*	4,200.00	
			MTHLY GROUNDS MAINT SEP21				
		9/01/21 26658	202109 330-53800-46600		*	525.00	
			PRESS.WASH 4 MONUMNETS				
		9/01/21 26658	202109 330-53800-47000		*	3,600.00	
			MTHLY OAK TRIMMING SEP21				
		9/01/21 26658	202109 330-53800-46200		V	34,907.00-	
			MTHLY GROUNDS MAINT SEP21				
		9/01/21 26658	202109 320-53800-46200		V	4,200.00-	
			MTHLY GROUNDS MAINT SEP21				
		9/01/21 26658	202109 330-53800-46600		V	525.00-	
			PRESS.WASH 4 MONUMNETS				
		9/01/21 26658	202109 330-53800-47000		V	3,600.00-	
			MTHLY OAK TRIMMING SEP21				
				TEAM ROUNTREE, INC.			.00 004788
9/22/21	00130	9/17/21 90116140	202109 320-53800-49000		*	164.06	
			RENT STORAGE 09/17-10/16				
		9/17/21 90116140	202109 330-53800-49000		*	164.05	
			RENT STORAGE 09/17-10/16				
				WILLIAMS SCOTSMAN, INC.			328.11 004789
9/23/21	00160	9/01/21 26658	202109 330-53800-46200		*	34,907.00	
			MTHLY GROUNDS MAINT SEP21				
		9/01/21 26658	202109 320-53800-46200		*	4,200.00	
			MTHLY GROUNDS MAINT SEP21				
		9/01/21 26658	202109 330-53800-46600		*	525.00	
			PRESS.WASH 4 MONUMENTS				
		9/01/21 26658	202109 330-53800-47000		*	3,600.00	
			MTHLY OAK TRIMMING SEP21				

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		9/22/21 26701	202109 300-36900-10100		*	8,775.00-	
		FY20 I-95/LPGA INTERCHNGE		TEAM ROUNTREE, INC.			34,457.00 004790
9/28/21 00015		9/01/21 PI-A6687	202109 330-53800-46800		*	3,163.00	
		LAKE/WETLAND SRVCS-SEP21		SOLITUDE LAKE MANAGEMENT LLC			3,163.00 004791
9/28/21 00034		9/13/21 18314955	202109 330-53800-46000		*	1,106.00	
		RPLC 12TREE LGHT-CHMP/TRN		COURTEAUX ELECTRIC, INC.			1,106.00 004792
9/28/21 00005		9/21/21 7-507-36	202109 310-51300-42000		*	70.83	
		DELIVERY 09/16/21		FEDEX			70.83 004793
9/28/21 00160		9/07/21 26706	202109 330-53800-46600		*	2,400.00	
		INST.6 PALLET OF SOD CHMP			*	2,524.00	
		9/15/21 26680	202109 330-53800-46100		*	2,663.00	
		INST.BUSH REDUCER/PVC/RTR			*	5,813.00	
		9/22/21 26707	202109 330-53800-46000		*		
		FILL 11YDS OF DIRT/CONCRT		TEAM ROUNTREE, INC.			13,400.00 004794
		9/23/21 26703	202109 330-53800-63100		*		
		FLOWER ROTATION					
10/06/21 00093		9/17/21 228	202110 310-51300-31700		*	20,000.00	
		FY22 ASSESSMENT ROLL CERT		GOVERNMENTAL MANAGEMENT SERVICES			20,000.00 004795
10/06/21 00031		9/30/21 6657	202109 330-53800-46000		*	655.04	
		LPGA MTHLY REPAIRS/MAINT			*	45.00	
		9/30/21 6657	202109 320-53800-46000		*		
		I-95 TSTING/RPLCING BULBS		SKY'S THE LIMIT HANDYMAN SVCS, INC.			700.04 004796
10/06/21 00159		9/30/21 93021	202109 330-53800-12000		*	2,650.00	
		SITE MGMT SERVICES-SEP21		SOLARIS MANAGEMENT INC.			2,650.00 004797
10/06/21 00160		9/02/21 26710	202109 320-53800-63100		*	2,925.00	
		INST.450-3GAL MINIMA JASM			*	1,896.20	
		9/24/21 26709	202109 320-53800-46100		*	6,538.00	
		RPLC 68 DMG HUNTER PGP HD			*		
		9/28/21 26712	202109 330-53800-46000		*		
		FNT 1-RPLC PUMP/LGHT/FRAM					

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/28/21	26712 202109 330-53800-46000		*	5,887.00	
			FOUNTAIN 2-RPLC PUMP				
		9/28/21	26712 202109 330-53800-46000		*	1,887.50	
			FNT 3-REBUILT PEDESTAL				
		9/28/21	26712 202109 330-53800-46000		*	1,589.00	
			FNT 4-REBUILT PEDESTAL				
			TEAM ROUNTREE, INC.				20,722.70 004798
10/08/21	00093	10/01/21	229 202110 310-51300-34000		*	4,708.33	
			MANAGEMENT FEES OCT21				
		10/01/21	229 202110 310-51300-35200		*	100.00	
			WEBSITE ADMIN OCT21				
		10/01/21	229 202110 310-51300-35100		*	233.33	
			INFORMATION TECH OCT21				
		10/01/21	229 202110 310-51300-31300		*	258.33	
			DISSEMINATION FEE OCT21				
		10/01/21	229 202110 310-51300-51000		*	20.39	
			OFFICE SUPPLIES				
		10/01/21	229 202110 310-51300-42000		*	16.67	
			POSTAGE				
		10/01/21	229 202110 310-51300-42500		*	433.20	
			COPIES				
		10/01/21	229 202110 310-51300-41000		*	3.90	
			TELEPHONE				
		10/01/21	229A 202107 310-51300-49000		*	210.00	
			MEETING ROOM 07/29/21				
			GOVERNMENTAL MANAGEMENT SERVICES				5,984.15 004799
10/20/21	00015	10/01/21	PI-A6852 202110 320-53800-46800		*	358.00	
			SEMMI-ANN.FOUNT/AERATION				
		10/01/21	PI-A6871 202110 320-53800-46800		*	396.55	
			LAKE/WETLAND SRVCS-OCT21				
			SOLITUDE LAKE MANAGEMENT LLC				754.55 004800
10/20/21	00165	10/01/21	1121 202110 300-15500-10000		*	500.00	
			OFFICE LEASE NOV21				
			C.L.O. MANAGEMENT LLC				500.00 004801
10/20/21	00160	9/14/21	26708 202109 330-53800-46100		*	1,383.25	
			REPLACE TIMER 1-LIGHTING				
		9/14/21	26708 202109 330-53800-46100		*	1,308.00	
			REPLACE VALVE BANK-ENT.				
		9/28/21	26711 202109 330-53800-49000		*	6,845.00	
			FINA BILL-PRESSURE WASH				
		10/01/21	26734 202110 330-53800-46900		*	3,986.00	
			CONSRV.EASE.MAINT.UDRBRSH				

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/01/21		26735	202110 330-53800-46200		*	34,907.00	
			MTHLY GROUNDS MAINT OCT21				
10/01/21		26735	202110 320-53800-46200		*	4,200.00	
			MTHLY GROUNDS MAINT OCT21				
10/01/21		26735	202110 330-53800-46600		*	525.00	
			PRESS.WASH 4 MONUMENTS				
10/01/21		26735	202110 330-53800-47000		*	3,600.00	
			MTHLY OAK TRIMMING OCT21				
			TEAM ROUNTREE, INC.				56,754.25 004802
10/20/21	00130	10/17/21	90119053 202110 320-53800-49000		*	164.06	
			RENT STORAGE 10/17-11/16				
		10/17/21	90119053 202110 330-53800-49000		*	164.05	
			RENT STORAGE 10/17-11/16				
			WILLIAMS SCOTSMAN, INC.				328.11 004803
10/27/21	00015	10/01/21	PI-A6869 202110 330-53800-46800		*	3,163.00	
			LAKE/WETLAND SRVCS-OCT21				
			SOLITUDE LAKE MANAGEMENT LLC				3,163.00 004804
10/27/21	00017	9/30/21	4101909 202109 310-51300-48000		*	235.52	
			NOT.OF MEETING 09/22/21				
		9/30/21	4101909 202109 310-51300-48000		*	249.08	
			NOT.OF FY22 MEETING DATES				
			DAYTONA BEACH NEWS-JOURNAL				484.60 004805
10/27/21	00150	10/01/21	84214 202110 310-51300-54000		*	175.00	
			FY22 SPECIAL DISTRICT FEE				
			DEPARTMENT OF ECONOMIC OPPORTUNITY				175.00 004806
10/27/21	00160	10/25/21	26773 202110 330-53800-46100		*	328.00	
			RPLC STATION TIMR/2BATTERY				
		10/25/21	26775 202110 330-53800-46100		*	1,055.80	
			RPLC DECODER/ROTOR/SOLEND				
		10/25/21	26782 202110 330-53800-46100		*	62.95	
			RPLC SPRAY HEAD/NOZZLE				
			TEAM ROUNTREE, INC.				1,446.75 004807
11/02/21	00015	10/21/21	PI-A6945 202110 320-53800-46000		*	181.66	
			RPLC 2 500W FNT LGHT BLBS				
			SOLITUDE LAKE MANAGEMENT LLC				181.66 004808
11/09/21	00031	10/31/21	6690 202110 330-53800-46000		*	428.36	
			LPGA MTHLY REPAIRS/MAINT				
		10/31/21	6690 202110 320-53800-46000		*	45.00	
			I-95 TSTING/RPLCING BULBS				
			SKY'S THE LIMIT HANDYMAN SVCS, INC.				473.36 004809
			INDI INDIGO	TVISCARRA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/09/21	00159	10/31/21 103121	202110 330-53800-12000	SITE MGMT SERVICES-OCT21	*	2,650.00	
				SOLARIS MANAGEMENT INC.			2,650.00 004810
11/09/21	00160	10/26/21 26786	202110 330-53800-46000	FNT1&2 REWIRE BRKR/RELAY	*	1,934.00	
		10/26/21 26787	202110 330-53800-46000	LOCATE/REWIRE ENT.STATION	*	1,074.50	
		10/26/21 26790	202110 330-53800-46000	FNT 3-RPLC PUMP/FRAME/LED	*	6,456.00	
		10/26/21 26790	202110 330-53800-46000	FNT 4-RPLC PUMP/FRAME/LED	*	6,346.00	
		10/26/21 26791	202110 320-53800-46600	I-95-DIG PALM/ADD.JASMINE	*	225.00	
		10/26/21 26792	202110 330-53800-46000	CORRECT JBOX WIRE FNT PNL	*	481.00	
		10/26/21 26794	202110 330-53800-46100	TRBLSHT/RPLC TIMER/MODULE	*	1,926.90	
		10/27/21 26798	202110 330-53800-46600	RESTKE TREE/MAGNOLIA/PINE	*	512.00	
		11/01/21 26824	202111 330-53800-46900	CONSRV.EASE.MAINT.UDRBRSH	*	3,986.00	
				TEAM ROUNTREE, INC.			22,941.40 004811
TOTAL FOR BANK A						215,191.95	
TOTAL FOR REGISTER						215,191.95	

INDI INDIGO

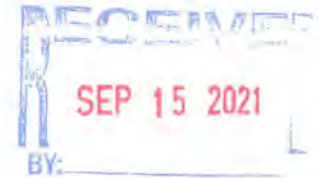
TVISCARRA

C.L.O. Management LLC  
1617 Ridgewood Ave, Suite D  
Daytona Beach, FL 32117  
386-944-9511  
clomanagement.com

# Invoice

Date	Invoice #
9/15/2021	1120

Bill To
Indigo Community Development District GMS, James Perry, District Mgr. 475 West Town Place Suite 114 St Augustine, FL 32092




#165  
Office Lease Oct 21  
300-155-1

Quantity	Description	Rate	Amount
1	Rent / Record Keeping October 2021 1617 Ridgewood Ave, Suite D Daytona Beach, FL 32117	500.00	500.00
Please remit to above address.		<b>Total</b>	<b>\$500.00</b>

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Indigo Comm Dev Dist		<b>ACCOUNT #</b> 464696	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0004043876	<b>BILLING PERIOD</b> Aug 1- Aug 31, 2021	<b>PAYMENT DUE DATE</b> September 20, 2021	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$556.44	
<b>BILLING ACCOUNT NAME AND ADDRESS</b>  INDIGO COMM DEV DIST DEV. DISTRICT 475 W TOWN PL STE 114 SAINT AUGUSTINE, FL 32092-3649 		<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-736-7612 or smb@ccc.gannett.com	<b>FEDERAL ID</b> 47-2390983
<b>Legal Entity:</b> Gannett Media Corp. <b>Terms and Conditions:</b> Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. <b>All funds payable in US dollars.</b>			

00004646960000000000000040438760005564467242

Contact [abgspecial@gannett.com](mailto:abgspecial@gannett.com) to sign-up for the convenience of having your invoice e-mailed to you. Once signed up you can also enjoy the convenience of making online payments. Previous account number reference if needed: **DBN\_1007178.**

Date	Description	Amount
8/1/21	Balance Forward	\$298.92
8/30/21	PAYMENT - THANK YOU	-\$262.64
8/31/21	Transfer 07/28/2021 order to account #464747	-\$36.28

#### Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
7/28/21-8/4/21	6087157	8/25 2021/2022 Budgets		\$556.44

#17  
310-57-418



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Indigo Comm Dev Dist		<b>PAYMENT DUE DATE</b> September 20, 2021		<b>AMOUNT PAID</b>		
<b>ACCOUNT NUMBER</b> 464696		<b>INVOICE NUMBER</b> 0004043876				
<b>CURRENT DUE</b> \$556.44	<b>30 DAYS PAST DUE</b> \$0.00	<b>60 DAYS PAST DUE</b> \$0.00	<b>90 DAYS PAST DUE</b> \$0.00	<b>120+ DAYS PAST DUE</b> \$0.00	<b>UNAPPLIED PAYMENTS</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$556.44
<b>REMITTANCE ADDRESS</b> (Include Account# & Invoice# on check)  Daytona Beach News-Journal P.O. Box 630476 Cincinnati, OH 45263-0476			<b>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</b>  <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX  Card Number _____ Exp Date ____/____/____    CVV Code _____ Signature _____    Date _____			

00004646960000000000000040438760005564467242



**PROOF OF PUBLICATION**

INDIGO COMMUNITY INDIGO COMM DEV DIST  
DEV. DISTRICT  
INDIGO COMM DEV DIST  
475 W Town PL # 114  
Saint Augustine FL 32092-3649

STATE OF FLORIDA, COUNTY OF VOLUSIA

Before the undersigned authority personally appeared,  
who, on oath says that he/she is LEGAL COORDINATOR of  
The News-Journal, a daily and Sunday newspaper,  
published at Daytona Beach in Volusia County, Florida; that  
the attached copy of advertisement, being a Public Notices in  
the Circuit Court, was published in said newspaper in the  
issues dated:

07/28/2021, 08/04/2021

Affiant further says that The News-Journal is a newspaper  
published at Daytona Beach, in said Volusia County, Florida,  
and that the said newspaper has heretofore been  
continuously published in said Volusia County, Florida each  
day and Sunday and has been entered as second-class mail  
matter at the post office in Daytona Beach, in said Volusia  
County, Florida, for a period of one year next preceding the  
first publication of the attached copy of advertisement; and  
affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate,  
commission or refund for the purpose of securing this  
advertisement for publication in the said newspaper.  
Subscribed and sworn to before on 08/04/2021

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$556.44

Order No: 6087157

Customer No: 464696

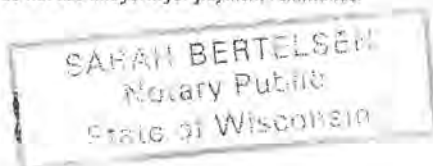
PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.



INDIGO COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING TO  
CONSIDER THE ADOPTION OF THE  
FISCAL YEAR 2021/2022 BUDGETS;  
AND NOTICE OF REGULAR BOARD  
OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Indigo Community Development District ("District") will hold a public hearing on August 25, 2021 at 1:00 p.m. at the Holiday Inn Daytona Beach LPGA Boulevard, 137 Autumall Circle, Daytona Beach, Florida 32124 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5950 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations of this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

James Perry  
District Manager  
LE6987157, July 28, Aug 4 2021 21



Indigo Community Development District  
c/o Governmental Management Services  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

# INVOICE

<b>Customer</b>	Indigo Community Development District
<b>Acct #</b>	286
<b>Date</b>	09/20/2021
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

Payment Information	
<b>Invoice Summary</b>	\$ 21,701.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#14631
100121547	

Thank You

Please debit and return with payment



Customer: Indigo Community Development District

Invoice	Effective	Transaction	Description	Amount
14631	10/01/2021	Renew policy	Policy #100121547 10/01/2021-10/01/2022 Florida Insurance Alliance  GL,HNO,PROP - Renew policy Due Date: 9/20/2021  <i>#177</i> <i>300-155-1 B 13,547</i> <i>FY22 Property Insurance</i>  <i>300-155-1 \$8,154</i> <i>FY22 Gen. liab/Public offc.</i>	21,701.00
<div style="position: absolute; top: 40px; left: 100px; color: blue; font-weight: bold; font-size: 24px;">RECEIVED</div> <div style="position: absolute; top: 80px; left: 150px; color: red; font-weight: bold; font-size: 16px;">SEP 20 2021</div>				
				<b>Total</b>
				\$ 21,701.00
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453				

Thank You

<b>Remit Payment To: Egis Insurance Advisors, LLC</b>	(321)233-9939	<b>Date</b>
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	09/20/2021

# WILLSCOT

901 SOUTH BOND ST., SUITE 600  
BALTIMORE MD 21231

(800) 782-1500, Option 1  
customersuccess@willscot.com  
www.willscot.com  
Fed ID# 52-0665775



INDIGO COMMUNITY DEVELOPMENT DISTR  
1408 HAMLIN AVE UNIT E  
SAINT CLOUD FL 34771-8588



## INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10447642	9011614043	9/17/2021	005	DUE NOW
PAYMENT DUE		\$333.41		
INVOICE DUE DATE		9/17/2021		

### BRANCH:

ORLANDO  
801 JETSTREAM DRIVE  
ORLANDO FL 32824  
(407) 851-9030



Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W579986	13056695	164785		Curt von der Osten 9046871255	9/17/2021 - 10/16/2021	INDIGO COMMUNITY DEVELOPMENT DISTR 105 GRANDE CHAMPION BLVD. DAYTONA BEACH FL 32124

Quantity	Item #/Description	Price/Rate	Amount	
1	RENT STORAGE OWL-31257	\$318.55 Rental	\$318.55	N*
1	PERSONAL PROPERTY EXPENSES	\$9.56	\$9.56	N*
1	INTEREST CHARGE	\$5.30	\$5.30	N*
Sub-total			\$333.41	
INVOICE TOTAL			\$333.41	

#130  
Rent Storage  
320-538.49 \$164.06  
330-538.49 \$164.05

Invoice in USD

T\* - Denotes taxable item, N\* - Denotes non-taxable item.



### PAYMENT OPTIONS

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

<https://portal.mobilemini.com>

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

**Thank you for your business!**

### PLEASE REMIT WITH PAYMENT

INVOICE TOTAL **\$333.41**  
Invoice #: **9011614043**  
Due Date: **9/17/2021**  
Customer: **INDIGO COMMUNITY DEVELOPMENT DISTR**  
Customer #: **10447642**

### PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.  
PO BOX 91975  
CHICAGO IL 60693-1975

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-330-1270

# Invoice



Team  
Roun tree

www.teamroutree.net

## Bill To

Indigo Community Development District  
c/o Government Management Services-CFL, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Date

Invoice #

9/17/2021

26658

## Service Address

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Monthly Contract Grounds Maintenance - Community	38,507.00
Monthly Contract Grounds Maintenance - I-95 Overpass	4,200.00
Monthly Charge for Pressure Washing of Four Monuments	525.00
<i>#762nd</i> <i>Monthly Grounds Maint Sep 21 \$38,507.00</i> <i>330-578-462</i> <i>" " \$4,200.00</i> <i>320-578-462</i> <i>Press. Wash 4 Monuments \$525.00</i> <i>330-578-462</i> <i>Monthly Gate Brimming Sep 21 \$500.00</i> <i>330-578-462</i>	
Thank you for choosing Team Rountree!	
Total	\$43,232.00

Team Rountree, Inc. Cdn & Discn



Team Rountree, Inc.  
P.O. Box 730505  
Ormond Beach, FL 32173

Office 386-274-4050  
Fax 386-236-1270

# Credit Memo

Date	Credit No.
9/22/2021	26701

Customer
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771



#160  
300-369-101

P.O. No.	Project

Description	Qty	Unit	Rate	Amount
To credit your account for monies received from the City of Daytona on 09/09/2020 for the I-95 & LPGA interchange for the fiscal year 10/01/2019 through 09/30/2020			8,775.00	-8,775.00
Total				-8,775.00

Invoices	\$0.00
Balance Credit	-8,775.00

# SOLITUDE

## LAKE MANAGEMENT

Voice: (888) 480-LAKE • Fax: (888) 358-0088

## INVOICE

Invoice Number: PI-A00668780

Invoice Date: 09/01/21

PROPERTY: Indigo CDD

SOLD TO: Indigo CDD  
C/O Solaris Management Service  
1408 Hamlin Ave Unit E  
St Cloud, FL 34771

Customer ID	Customer PO	Payment Terms
7830		Net 30
Sales Rep ID	Shipping Method	Ship Date
Mychal Manolatos		10/01/21

Qty	Item Description	Unit Price	Extension
1	Lake & Pond Management Services SVR52323 09/01/21 - 09/30/21 Lake & Pond Management Services	3,163.00	3,163.00

#15111  
Lake/Wetland Srvcs - Sept  
330.578.468



PLEASE REMIT PAYMENT TO:

SOLitude Lake Management, LLC  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

	<b>3,163.00</b>
Subtotal	0.00
Sales Tax	3,163.00
Total Invoice	0.00
Payment Received	
<b>TOTAL</b>	<b>3,163.00</b>

COURTEAUX ELECTRIC INC.

85 N YONGE ST  
ORMOND BEACH FL 32174

Phone (386) 672-4900

Fax (386) 676-7472

# INVOICE

Date	Invoice #
9/13/2021	18314955

Bill To
INDIGO CDD 1408 HAMLIN AVE UNIT E ST. CLOUD FLORIDA

Customer Phone	
Customer Fax	

Terms	JOB NAME
Due on receipt	LPGA

Description	Qty	Rate	Amount
RELACE 12 TREE LIGHTS 6 ON CHAMPION DR STARTING FROM THE ENTRANCE CLOSE TO 95 2 ON TOURNAMENT DR 2 BETWEEN CHAMPION AND BIRKDALE 2 BETWEEN BIRKDALE AND LPGA  #34 330-53800- 4600		1,106.00	1,106.00
<b>Total</b>			\$1,106.00
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$1,106.00

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

SEP 28 2021

# Invoice

386-274-4050 FAX 386-236-1270

Bill to
Indigo Community Development District c/o Government Management Services-CE, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34772



www.teamroundtree.net

Date	Invoice #
9/7/2021	26706

Service

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Installed (6) Pallets of sod along Champions Drive	2,400.00
<div>±160 330-53900-63100 Sidewalk Replacement Project</div>	
Thank you for choosing Team Rountree!	Total \$2,400.00

We accept Visa, MasterCard & Discover



Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice

SEP 22 2021

By:

Team  
Roun tree

www.teamroutree.net

Date

Invoice #

9/15/2021

26680

Bill To

Indigo Community Development District  
c/o Government Management Services-CF LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Service Address

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
09/01/21 - Repairs to zone #17	
Installed (6) 1-1/2" Elbows	15.00
Installed (6) 1-1/4" Elbows	15.00
Installed (30) ft. 1" PVC flex	60.00
Installed (60) ft. 1" PVC	120.00
Installed (8) 1" Couplings	16.00
Installed (4) 1/2" x 1" Tee	8.00
Installed (6) 1-1/4" x 1" Tee	12.00
Installed (6) 1" x 1/2" Bush reducer	12.00
Installed (6) 1-1/4" x 1" Bush reducer	12.00
Replaced (9) PGP rotors	198.00
Installed (9) 3/4" Elbows	18.00
Labor	432.00
09/01/21 - Troubleshooting zone 30 - 31	
Installed (10) Wire nuts	80.00
Installed (10) ft. Wire line	30.00
Labor	324.00
09/02/21 - Repairs to zone 30 - 31	
Installed (8) Nuts	64.00
Installed (20) ft. Wire	60.00
Labor	432.00
09/07/21 - Repairs to zone #22 & 23	
Thank you for choosing Team Rountree!	
Total	

We accept Visa, MasterCard & Discover

# Invoice



Team  
Round ree

Date \_\_\_\_\_

Page 2

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

SEP 28 2021

# Invoice

386-274-4050 FAX 386-236-1270



www.teamroutree.net

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Date	Invoice #
9/22/2021	25707

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner.

Description	Amount
Back fill - Over flow weir Acclaim	
(11) yds. of Fill dirt	935.00
(4) yds. of Base Course	432.00
Labor	1,296.00
 #160 330 - 53800 - 46000	
Thank you for choosing Team Rountree!	
Total	\$2,663.00

We accept Visa, MasterCard & Discover



SEP 27 2021

**386-274-4950 FAX 386-236-1270**



Team Round tree

Bill To

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

Date \_\_\_\_\_

Invoice #

9/23/2021

26703

Service Address

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Flower Rotation	5,813.00
#160. 330-53800-63100	
Thank you for choosing Team Rountree!	Total \$5,813.00

We accept Visa, MasterCard & Discover

RECEIVED

SEP 20 2021

<b>Total</b>	<b>\$20,000.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$20,000.00</b>

**Sky's the Limit Handyman Service, Inc.**

1507 S. Central Ave.  
Flagler Beach, FL 32136

**Invoice**

DATE	INVOICE #
9/30/2021	6657

BILL TO
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. September jobs in the Community of LPGA International and Grande Champion.		
	September / Monthly maintenance of all four fountains and it's surrounding areas in the LPGA International Community.	120.00	120.00
	Monthly maintenance of ground lighting and streetlights throughout the LPGA International Community.	245.00	245.00
	Replacing of bulbs to misc. light fixtures at the following locations: 1.	0.00	0.00
	Misc. repairs of all lighting fixtures in LPGA International. 1. Replaced damaged metal halide fixture and installed new LED fixture to the monument sign between the maintenance road and International Gold Drive on Champions Drive.	75.00	75.00
	Misc. jobs in the Community of LPGA International. 1. All OK	0.00	0.00
Please make check payable to STLHS Inc.		<b>Total</b>	

**Sky's the Limit Handyman Service, Inc.**

1507 S. Central Ave.  
Flagler Beach, FL 32136

**Invoice**

DATE	INVOICE #
9/30/2021	6657

BILL TO
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

OCT 04 2021  
BY:

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
32	3" Chlorine tablet	3.01	96.32
13	Gallon Chlorine	3.98	51.74
1	25w 5000k LED fixture	56.92	56.92
1	Three hole Exterior J-Box	6.73	6.73
1	Single gang J-box cover plate	2.76	2.76
3	Wire Nut	0.19	0.57
	#31		
	(LPGA Community total: \$649.51)		
	330 - 53800 - 46000		
	LPGA Mtly Repairs/Maint		
	Misc. jobs at the I-95 overpass		
	Testing and replacing of bulbs to palm trees and LPGA lettering flood fixtures at the following locations:		
	1. All OK	45.00	45.00
	Misc. repairs to palm tree and LPGA lettering flood fixtures at the I-95 overpass.		
	1. All OK	0.00	0.00
	(I-95 Overpass Total \$45.00)		
	320 - 53800 - 46000		
Please make check payable to STLHS Inc. cl-95 Stray/Aplung Bulbs		<b>Total</b>	\$700.04

**From:**

Solaris Management Inc.  
1617 Ridgewood Ave. Ste D  
Daytona Beach FL 32117  
(904) 687-1255

**Bill to:**

Indigo Community Development District  
Governmental Management Services  
1408 Hamlin Avenue, Unit E  
St Cloud, FL 34771

**INVOICE**

Date	Invoice #
9/30/21	93021

Amount	
<u>Site Management Services - September 2021</u>	\$2,650.00
#159 330-578-12	
<b>TOTAL DUE</b>	<b>\$2,650.00</b>



Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Bill To:
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address:
I-95 Interchange

# Invoice



Team  
Roun ree

www.teamroutree.net

Date	Invoice #
9/2/2021	26710

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description		Amount
Installed (450) 3 gal Minima	Jasmine	2,925.00
Thank you for choosing Team Rountree!		RECEIVED OCT 04 2021 BY: _____
		Total \$2,925.00

We accept Visa, MasterCard & Discover

#160  
320-53800-63100

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CFLLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34772

Service Address
I-95 Interchange

Date	Invoice #
9/24/2021	26709

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Replaced (68) damaged Hunter PGP heads along Champions Drive  #160 320-53800 - 46100	1,896.20
Thank you for choosing Team Rountree!	Total \$1,896.20

We accept Visa, MasterCard & Discover





Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice




www.teamroundtree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave. Unit E St. Cloud, FL 34771

Date	Invoice #
9/28/2021	26712

Service Address
CHAMPIONS ENTRANCE INTERNATIONAL ENTRANCE

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner.

Description	Amount
Fountain Repairs:	
Fountain one - Replaced Pump and Light & FRAME & PANEL	6,538.00
Fountain two - Replaced pump	5,887.00
Fountain three - Rebuilt pedestal	1,887.50
Fountain four - Rebuilt pedestal	1,589.00
<div>#160 330 - 53800 - 46000</div> <div></div>	
Thank you for choosing Team Rountree!	Total \$15,901.50

We accept Visa, MasterCard & Discover

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 229**Invoice Date:** 10/1/21**Due Date:** 10/1/21**Case:****P.O. Number:****Bill To:**

Indigo CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	#	Hours/Qty	Rate	Amount
Management Fees - October 2021	31057.24		4,708.33	4,708.33
Website Administration - October 2021	252		100.00	100.00
Information Technology - October 2021	281		233.33	233.33
Dissemination Agent Services - October 2021	313		258.33	258.33
Office Supplies	51		20.39	20.39
Postage	42		16.67	16.67
Copies	428		433.20	433.20
Telephone	41		3.90	3.90
Meeting Room 7/29	49		210.00	210.00
<b>Total</b>				<b>\$5,984.15</b>
<b>Payments/Credits</b>				<b>\$0.00</b>
<b>Balance Due</b>				<b>\$5,984.15</b>

# SOLITUDE

LAKE MANAGEMENT

Voice: (888) 480-5253 Fax: (888) 358-0088

## INVOICE

Invoice Number: PI-A00685208

Invoice Date: 10/01/21

PROPERTY: LPGA-195  
Interchange  
(Indigo CDD)

**SOLD TO:** LPGA-195 Interchange (Indigo CDD)  
Solaris Management Services  
309 Kingsley Lake Dr #904  
St. Augustine, FL 32092

OCT 15 2021

CUSTOMER ID		SHIP DATE		PAYMENT TERMS	
0200080				Net 30	
SALES REP ID		SHIPMENT METHOD		DUPLICATE	
Josh F. McGarr				10/31/21	
Qty	Item / Description	UOM	Unit Price	Extension	
1	Lake & Pond Management Services SVR50662 10/01/21 - 03/31/22 Fountain Maintenance Services		358.00	358.00	

#15  
Semi-Ann. Maint/Aeration  
320-53800-46200

### PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

[www.solitudelakemanagement.com](http://www.solitudelakemanagement.com)

Subtotal	358.00
Sales Tax	0.00
Total Invoice	358.00
Payment Received	0.00
<b>TOTAL</b>	<b>358.00</b>

[www.aeratorsaquatics4lakesnponds.com](http://www.aeratorsaquatics4lakesnponds.com)



# SOLITUDE

LAKE MANAGEMENT

Voice: (888) 480-5253 Fax: (888) 358-0088

**SOLD TO:** Lpga 195 Interchange  
Indigo Community Development District  
1408 Hamlin Ave Unit E  
St Cloud, FL 34771

## INVOICE

Invoice Number: PI-A00687116

Invoice Date: 10/01/21

**PROPERTY:** Lpga 195  
Interchange

RECEIVED  
OCT 15 2021

CUSTOMER ID	CUSTOMER NO.	Payment Term
8028		Net 30
SA Rep	Shipments Invoiced	Ship Date
Josh F. McGarry		10/31/21

Qty	Item Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SYR50092 10/01/21 - 10/31/21 Lake & Pond Management Services		396.55	396.55

#15  
Lake-Wetland Srvcs-Oct 21

380 - 53800 - 46800

### PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

www.solitudelakemanagement.com

Subtotal	396.55
Sales Tax	0.00
Total Invoice	396.55
Payment Received	0.00
<b>TOTAL</b>	<b>396.55</b>

www.aeratorsaquatics4lakesnponds.com

C.L.O. Management LLC  
1617 Ridgewood Ave, Suite D  
Daytona Beach, FL 32117  
386-944-9511  
clomanagement.com



# Invoice

Date	Invoice #
10/1/2021	1121

Bill To
Indigo Community Development District GMS, James Perry, District Mgr. 475 West Town Place Suite 114 St Augustine, FL 32092

#165  
Office Lease Nov 21  
200.00

Quantity	Description	Rate	Amount
1	Rent / Record Keeping November 2021 1617 Ridgewood Ave, Suite D Daytona Beach, FL 32117	500.00	500.00
Please remit to above address.		<b>Total</b>	<b>\$500.00</b>

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice



www.teamroundtree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
9/14/2021	26708

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Replaced timer one - lighting	1,383.25
Replaced valve bank - front entrance	1,308.00
<div>±100 330-53800-46100</div>	
Thank you for choosing Team Rountree!	Total \$2,691.25

We accept Visa, MasterCard & Discover

OCT-15 2021



**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**

**Invoice**



[www.teamroutree.net](http://www.teamroutree.net)

Date

9/28/2021

Invoice #

26711

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Pressure washing ***Final Bill***  #160 330- 53800 - 49000	6,845.00
Thank you for choosing Team Rountree!	<b>Total</b> \$6,845.00

We accept Visa, MasterCard & Discover

OCT 15 2021

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

# Invoice



[www.teamroutree.net](http://www.teamroutree.net)

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**

Date

10/1/2021

Invoice #

26734

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
<u>Conservation easement maintenance underbrushing</u> #160 hrs 330.538.469	3,986.00
Thank you for choosing Team Rountree!	<b>Total</b> \$3,986.00

We accept Visa, MasterCard & Discover

Team Rountree, Inc.  
P.O. Box 730506  
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

# Invoice



www.teamroutree.net

## Bill To

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

## Service Address

Date

10/1/2021

Invoice #

26735

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Monthly Contract Grounds Maintenance - Community	38,507.00
Monthly Contract Grounds Maintenance - I-95 Overpass	4,200.00
Monthly Charge for Pressure Washing of Four Monuments	525.00
<i>#160nd Mthly Grounds Maint Oct 21 330.538.462 \$34,407.00 " 320.538.462 \$4200.00 Press Wash 4 Monuments 330.538.466 \$525.00 Mthly Oak Trimming Oct 21 330.538.47 \$3600.00</i>	<i>OCT 04 2021</i>
Thank you for choosing Team Rountree!	<b>Total</b> \$43,232.00

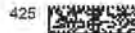
We accept Visa, MasterCard & Discover



# WILLSCOT

901 SOUTH BOND ST., SUITE 600  
BALTIMORE MD 21231

(800) 782-1500, Option 1  
customersuccess@willscot.com  
www.willscot.com  
Fed ID# 52-0665775



INDIGO COMMUNITY DEVELOPMENT DISTR  
1408 HAMLIN AVE UNIT E  
SAINT CLOUD FL 34771-8588



## INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10447642	9011905331	10/17/2021	006	DUE NOW
PAYMENT DUE		\$328.11		
INVOICE DUE DATE		10/17/2021		

**ATTENTION:**  
Effective with your next invoice,  
the Rental Rate for your equipment  
will be increased to reflect  
prevailing market conditions and  
costs as defined in your Lease  
Agreement.

### BRANCH:

ORLANDO  
801 JETSTREAM DRIVE  
ORLANDO FL 32824  
(407) 851-9030

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W579986	13056695	164785		Curt von der Osten 9046871255	10/17/2021 - 11/16/2021	INDIGO COMMUNITY DEVELOPMENT DISTR 105 GRANDE CHAMPION BLVD. DAYTONA BEACH FL 32124

Quantity	Item #/Description	Price/Rate	Amount	
1	RENT STORAGE OWL-31257	\$318.55 Rental	\$318.55	N*
1	PERSONAL PROPERTY EXPENSES	\$9.56	\$9.56	N*
Sub-total			\$328.11	
INVOICE TOTAL			\$328.11	

#130

320.578-49 \$164.06  
330.538-49 \$164.05

OCT 18 2021

Invoice in USD

T\* - Denotes taxable item, N\* - Denotes non-taxable item.



### PAYMENT OPTIONS

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

<https://portal.mobilemini.com>

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

**Thank you for your business!**

### PLEASE REMIT WITH PAYMENT


INVOICE TOTAL \$328.11  
Invoice #: 9011905331  
Due Date: 10/17/2021  
Customer: INDIGO COMMUNITY DEVELOPMENT DISTR  
Customer #: 10447642

### PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.  
PO BOX 91975  
CHICAGO IL 60693-1975

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Indigo Comm Dev Dist		<b>ACCOUNT #</b> 464696	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0004101909	<b>BILLING PERIOD</b> Sep 1- Sep 30, 2021	<b>PAYMENT DUE DATE</b> October 20, 2021	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (Included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$484.60	
<b>BILLING ACCOUNT NAME AND ADDRESS</b>  INDIGO COMM DEV DIST DEV. DISTRICT 475 W TOWN PL STE 114 SAINT AUGUSTINE, FL 32092-3649 		<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-736-7612 or smb@ccc.gannett.com	
		<b>FEDERAL ID</b> 47-2390983	
<p><b>Legal Entity:</b> Gannett Media Corp.</p> <p><b>Terms and Conditions:</b> Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p><b>All funds payable in US dollars.</b></p>			

00004646960000000000000041019090004846067245

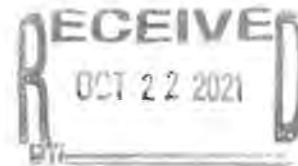
To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: DBN\_1007178

Date	Description	Amount
9/1/21	Balance Forward	\$556.44
9/29/21	PAYMENT - THANK YOU	-\$556.44

#### Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
9/13/21	6250894	Meeting 9/22/21		\$235.52
9/22/21	6271796	Public Notice		\$249.08

#17  
310-513-48



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Indigo Comm Dev Dist		<b>PAYMENT DUE DATE</b> October 20, 2021		<b>AMOUNT PAID</b>	
<b>ACCOUNT NUMBER</b> 464696		<b>INVOICE NUMBER</b> 0004101909			
<b>CURRENT DUE</b> \$484.60	<b>30 DAYS PAST DUE</b> \$0.00	<b>60 DAYS PAST DUE</b> \$0.00	<b>90 DAYS PAST DUE</b> \$0.00	<b>120+ DAYS PAST DUE</b> \$0.00	<b>UNAPPLIED PAYMENTS</b> \$0.00
					<b>TOTAL AMOUNT DUE</b> \$484.60
<b>REMITTANCE ADDRESS</b> (Include Account# & Invoice# on check)  Daytona Beach News-Journal P.O. Box 630476 Cincinnati, OH 45263-0476			<b>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</b>		
			<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX		
			Card Number _____ Exp Date ____ / ____ / ____    CVV Code _____ Signature _____    Date _____		

00004646960000000000000041019090004846067245

THE DAYTONA BEACH  
**NEWS-JOURNAL**

P.O. Box 630476, Cincinnati, OH 45263-0476

**PROOF OF PUBLICATION**

Courtney Hogge  
DEV. DISTRICT  
INDIGO COMM DEV DIST  
475 W Town PL # 114  
Saint Augustine FL 32092-3649

STATE OF FLORIDA, COUNTY OF VOLUSIA

Before the undersigned authority personally appeared,  
who, on oath says that he/she is LEGAL COORDINATOR of  
The News-Journal, a daily and Sunday newspaper,  
published at Daytona Beach in Volusia County, Florida; that  
the attached copy of advertisement, being a Public Notices in  
the Circuit Court, was published in said newspaper in the  
issues dated:

09/13/2021

Affiant further says that The News-Journal is a newspaper  
published at Daytona Beach, in said Volusia County, Florida,  
and that the said newspaper has heretofore been  
continuously published in said Volusia County, Florida each  
day and Sunday and has been entered as second-class mail  
matter at the post office in Daytona Beach, in said Volusia  
County, Florida, for a period of one year next preceding the  
first publication of the attached copy of advertisement; and  
affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate,  
commission or refund for the purpose of securing this  
advertisement for publication in the said newspaper.  
Subscribed and sworn to before on 09/13/2021

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$235.52

Order No: 6250894

Customer No: 464696

PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

**NOTICE OF MEETING OF BOARD  
OF SUPERVISORS  
INDIGO COMMUNITY  
DEVELOPMENT DISTRICT**

Notice is hereby given that a regular  
meeting of the Board of Supervisors (the  
"Board") of the Indigo Community Devel-  
opment District is scheduled to be held on  
Wednesday, September 22, 2021 at 1:00  
p.m. at the Holiday Inn Daytona Beach  
LPGA Boulevard, 137 Automall Circle,  
Daytona Beach, FL 32124, where the  
Board may consider any business that  
may properly come before it. The Meet-  
ing is open to the public and will be  
conducted in accordance with the provi-  
sions of Florida law for community devel-  
opment districts. The Meeting may be  
continued to a date, time, and place to be  
specified on the record of such Meeting.

An electronic copy of the agenda for this  
meeting may be obtained from the  
District Manager, at 475 West Town  
Place, Suite 114, St. Augustine, Florida  
32092 or by calling (904) 940-5850, and is  
expected to also be available on the  
District's website at  
[www.IndigoCDD.com](http://www.IndigoCDD.com).

Pursuant to provisions of the Americans  
with Disabilities Act, any person requiring  
special accommodations at this meeting  
because of a disability or physical impair-  
ment should contact the District Office at  
(904) 940-5850 at least 48 hours prior to the  
meeting. If you are hearing or speech  
impaired, please contact the Florida  
Relay Service by dialing 7-1-1, or 1-800-955-  
8771 (TTY) / 1-800-955-8770 (Voice), for aid  
in contacting the District Office.

A person who decides to appeal any deci-  
sion made at the meeting with respect to  
any matter considered at the meeting is  
advised that person will need a record of  
the proceedings and that accordingly, the  
person may need to ensure that a verba-  
lim record of the proceedings is made,  
including the testimony and evidence  
upon which such appeal is to be based.

James Perry  
District Manager  
L#6250894 9/13/2021 11

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

**PROOF OF PUBLICATION**

DEV. DISTRICT  
INDIGO COMM DEV DIST  
475 W Town PL # 114  
Saint Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared,  
who, on oath says that he/she is LEGAL COORDINATOR of  
The News-Journal, a daily and Sunday newspaper,  
published at Daytona Beach in Volusia County, Florida; that  
the attached copy of advertisement, being a Public Notices in  
the Circuit Court, was published in said newspaper in the  
issues dated:

09/22/2021

Affiant further says that The News-Journal is a newspaper  
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day and Sunday and has been entered as second-class mail  
matter at the post office in Daytona Beach, in said Volusia  
County, Florida, for a period of one year next preceding the  
first publication of the attached copy of advertisement; and  
affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate,  
commission or refund for the purpose of securing this  
advertisement for publication in the said newspaper.  
Subscribed and sworn to before on 09/22/2021

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$249.08

Order No: 6271796

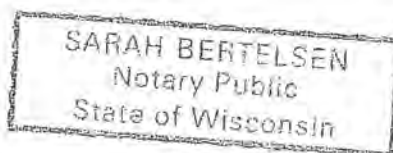
Customer No: 464696

PO #:

# of Copies:  
-1

**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.



Notice of Meetings  
Indigo Community  
Development District

The Board of Supervisors of the Indigo Community Development District will hold their meetings for the Fiscal Year 2021-2022 at 1:00 p.m. in the board room at the Holiday Inn Daytona Beach LPGA Boulevard, 127 Autopark Circle, Daytona Beach, Florida 32114 on the fourth Wednesday of the month as follows or otherwise noted:

October 29, 2021  
November 17, 2021 (Third Wednesday)  
January 24, 2022  
March 23, 2022  
May 25, 2022  
June 22, 2022  
August 24, 2022  
September 23, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office. A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James A. Perry  
District Manager  
L#271796 9/22/2021 TX



**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2021/2022 Special District Fee Invoice and Update Form**  
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 84214			Date Invoiced: 10/01/2021
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2021: \$175.00

**STEP 1:** Review the following information, make changes directly on the form, and sign and date:

**1. Special District's Name, Registered Agent's Name, and Registered Office Address:**

**Indigo Community Development District**  
Ms. Katie S. Buchanan  
Hopping Green and Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301



OCT 20 2021

2. Telephone: (850) 222-7500  
3. Fax: (850) 224-8551  
4. Email: katieb@hgslaw.com  
5. Status: Independent  
6. Governing Body: Elected  
7. Website Address: www.indigocdd.com  
8. County(ies): Volusia  
9. Function(s): Community Development  
10. Boundary Map on File: 09/11/2009  
11. Creation Document on File: 02/03/1995  
12. Date Established: 01/03/1995  
13. Creation Method: Rule of the Governor and Cabinet  
14. Local Governing Authority: City of Daytona Beach  
15. Creation Document(s): Rule 42U-1.001 - 1.003, Florida Administrative Code, as amended 05/26/98, 09/19/99, and 03/07/02  
16. Statutory Authority: Chapter 190, Florida Statutes  
17. Authority to Issue Bonds: Yes  
18. Revenue Source(s): Assessments  
19. Most Recent Update: 11/12/2020

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: Katie S. Buchanan Date 10/19/21

**STEP 2:** Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
1. ☐ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
  2. ☐ This special district is in compliance with the reporting requirements of the Department of Financial Services.
  3. ☐ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ☐ Denied: ☐ Reason: \_\_\_\_\_

**STEP 3:** Make a copy of this form for your records.

**STEP 4:** Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.



**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

## Invoice



[www.teamroutree.net](http://www.teamroutree.net)

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**

Main Entrance Timer A  
Not Working


Date

10/25/2021

Invoice #

26773

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Replaced (1) Node HUN/ two-station timer	220.00
Installed (2) 9-volt batteries	18.00
Labor	90.00
<div>#60 330-SJK 461</div> <div> OCT 26 2021 BY: _____</div>	
Thank you for choosing Team Rountree!	<b>Total</b> \$328.00

We accept Visa, MasterCard & Discover

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**

Champions & LPGA

# Invoice



[www.teamroutree.net](http://www.teamroutree.net)

Date

10/25/2021

Invoice #

26775

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Irrigation Issues Timer B 10/15/21 - 10/18/21	
Replaced (2) Hunter ICD-100 Decoders	360.00
Replaced (8) 4' PGP rotors	176.00
Replaced (2) Solenoids	96.00
Replaced (4) 6' Pop-ups	63.80
Labor	360.00
<i>#160</i> <i>370-538 461</i>	
Thank you for choosing Team Rountree!	
<b>Total</b>	<b>\$1,055.80</b>

**We accept Visa, MasterCard & Discover**

  
OCT 26 2021  
BY:

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

## Invoice



www.teamroutree.net

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**

Champions Drive  
at Captiva


Date

10/25/2021

Invoice #

26782

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Replaces (1) 6' Pop-up Spray head	15.95
Replaced (1) Nozzle	2.00
Labor	45.00
 #160 230-538-461	
	 OCT 26 2021 BY: _____
Thank you for choosing Team Rountree!	<b>Total</b> \$62.95

We accept Visa, MasterCard & Discover



Voice: (888) 480-5253 Fax: (888) 358-0088

# INVOICE

Invoice Number: PI-A00694580  
Invoice Date: 10/21/21

PROPERTY: LPGA-I95  
Interchange  
(Indigo CDD)

SOLD TO: LPGA-I95 Interchange (Indigo CDD)  
Solaris Management Services  
309 Kingsley Lake Dr #904  
St. Augustine, FL 32092

NOV 02 2021

CUSTOMER ID	CUSTOMER PO	Payment Terms	
0200080		Net 30	
Sales Rep ID	Shipment Method	Ship Date	Due Date
			11/20/21

Qty	Item / Description	UOM	Unit Price	Extension
2	500 Watt Par 56 MFL 120V Bulb-01010D	Each	64.08	128.16
0.5	Fountain Repair Service: Labor	Hour	107.00	53.50
	North fountain - Replaced two 500w light bulbs during maintenance.			

#15  
32037846

## PLEASE REMIT PAYMENT TO:

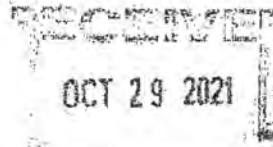
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	181.66
Sales Tax	0.00
Total Invoice	181.66
Payment Received	0.00
<b>TOTAL</b>	<b>181.66</b>

# Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.  
Flagler Beach, FL 32136

## Invoice



DATE	INVOICE #
10/31/2021	6690

<b>BILL TO</b>
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. October jobs in the Community of LPGA International and Grande Champion.		
	October / Monthly maintenance of all four fountains and it's surrounding areas in the LPGA International Community.	80.00	80.00
	Monthly maintenance of ground lighting and streetlights throughout the LPGA International Community.	240.00	240.00
	Replacing of bulbs to misc. light fixtures at the following locations: 1. All OK	0.00	0.00
	Misc. repairs of all lighting fixtures in LPGA International. 1. All OK	0.00	0.00
	Misc. jobs in the Community of LPGA International. 1. All OK	0.00	0.00
36	3" Chlorine tablet # 31 Lpga Mthdy Repairs/Maint	3.01	108.36
	( LPGA Community total: \$428.36 ) 330 - 53800 - 46000 # 428.36		
Please make check payable to STLHS Inc.		<b>Total</b>	



# Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.  
Flagler Beach, FL 32136

## Invoice

DATE	INVOICE #
10/31/2021	6690

<b>BILL TO</b>
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. jobs at the I-95 overpass		
	Testing and replacing of bulbs to palm trees and LPGA lettering flood fixtures at the following locations: 1. All OK	45.00	45.00
	Misc. repairs to palm tree and LPGA lettering flood fixtures at the I-95 overpass. 1. All OK	0.00	0.00
	(I-95 Overpass Total \$45.00)		
	I-95 Testing/Rplacing Bulbs 320-53800-46000 # 45.00		
Please make check payable to STLHS Inc.		<b>Total</b>	\$473.36



**From:**  
Solaris Management Inc.  
1617 Ridgewood Ave. Ste D  
Daytona Beach FL 32117  
(904) 687-1255

**Bill to:**  
Indigo Community Development District  
Governmental Management Services  
1408 Hamlin Avenue, Unit E  
St Cloud, FL 34771

**INVOICE**

Date	Invoice #
10/31/21	103121

<u>Description</u>	Amount
#159 <u>Site Management Services - October 2021</u> 330-538-12	\$2,650.00
<b>TOTAL DUE</b>	<b>\$2,650.00</b>

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

# Invoice




[www.teamroutree.net](http://www.teamroutree.net)

Bill To
Indigo Community Development District c/o Government Management Services-CF,LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
10/26/2021	26786

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
10/23/21 - Fountains 1 & 2 Rewired from breaker panel ground fault breakers and relays to junction box inline to fountain underground to fountain tank with 1/2 cerro wire	1,934.00
	 OCT 28 2021 BY: _____
Thank you for choosing Team Rountree!	<b>Total       \$1,934.00</b>

**We accept Visa, MasterCard & Discover**



**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

# Invoice




[www.teamroutree.net](http://www.teamroutree.net)

<b>Bill To</b>
Indigo Community Development District c/o Government Management Services-CF,LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

<b>Service Address</b>

Date	Invoice #
10/26/2021	26787

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
10/19/21 - Located wiring at both entrances and hedge row of Jubilee entrance. Rewired system providing HOA with stand alone 7 station system and valves in independent protective boxes.	
Parts & Labor	1,074.50
	
Thank you for choosing Team Rountree!	<b>Total</b> \$1,074.50

**We accept Visa, MasterCard & Discover**

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**


# Invoice



[www.teamroutree.net](http://www.teamroutree.net)

Date	Invoice #
10/26/2021	26790

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Fountain Repairs at International Golf Entrance	
10/23/21 - Fountain #3 Repairs	6,456.00
10/23/21 - Fountain #4 Repairs	6,346.00
	
Thank you for choosing Team Rountree!	<b>Total      \$12,802.00</b>

**We accept Visa, MasterCard & Discover**

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**


# Invoice



[www.teamroutree.net](http://www.teamroutree.net)

Date	Invoice #
10/26/2021	26791

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
I-95 Overpass SW Quad - dug up small palm between lettering and added jasmine to letter 'A'	225.00
	
Thank you for choosing Team Rountree!	<b>Total</b> \$225.00

**We accept Visa, MasterCard & Discover**

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

## Invoice




[www.teamroutree.net](http://www.teamroutree.net)

<b>Bill To</b>
Indigo Community Development District c/o Government Management Services-CF,LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

<b>Service Address</b>

Date	Invoice #
10/26/2021	26792

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
10/21/21 - Technician corrected the wires in the jbox to the fountain panel	481.00
	
Thank you for choosing Team Rountree!	<b>Total</b> \$481.00

**We accept Visa, MasterCard & Discover**



**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

## Invoice



www.teamroutree.net

<b>Bill To</b>
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

<b>Service Address</b>

Date	Invoice #
10/26/2021	26794

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Timer C troubleshoot 9 zones not working - Labor	810.00
Replaced (2) 6' pop-ups	31.90
Timer A troubleshoot 6 zones not working - Labor	540.00
Replaced (1) Timer controller zone 20	350.00
Replaced (3) Modules	195.00
OCT 27 2021	
Thank you for choosing Team Rountree!	<b>Total</b> \$1,926.90

**We accept Visa, MasterCard & Discover**

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050 FAX 386-236-1270**

# Invoice




www.teamroutree.net

<b>Bill To</b>
Indigo Community Development District c/o Government Management Services-CF,LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

<b>Service Address</b>

Date	Invoice #
10/27/2021	26798

**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
10/20/21 - Main Road Fallen Tree Restaked the tree and repaired the ruts	262.00
10/20/21 - International Golf Drive Removed (2) magnolias and replaced them Installed (2) buckets of pine soil	250.00
	
Thank you for choosing Team Rountree!	<b>Total</b> \$512.00

**We accept Visa, MasterCard & Discover**

**Team Rountree, Inc.**  
**P.O. Box 730506**  
**Ormond Beach, FL 32173**

**386-274-4050    FAX 386-236-1270**

**Bill To**

Indigo Community Development District  
c/o Government Management Services-CF, LLC  
1408 Hamlin Ave., Unit E  
St. Cloud, FL 34771

**Service Address**

# Invoice



[www.teamroutree.net](http://www.teamroutree.net)

**Date**

11/1/2021

**Invoice #**

26824

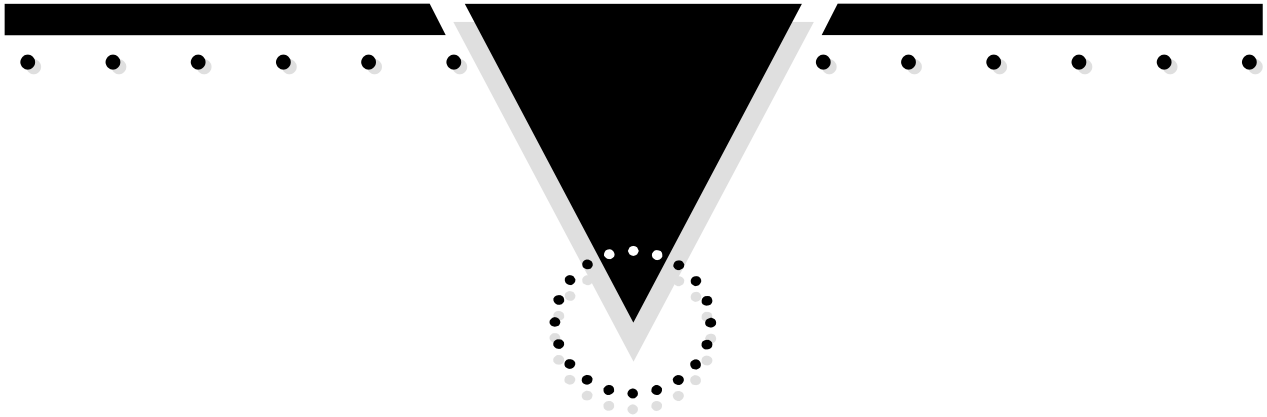
**Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!**

Description	Amount
Conservation easement maintenance underbrushing	3,986.00
	NOV 02 2021
Thank you for choosing Team Rountree!	<b>Total</b> \$3,986.00

We accept Visa, MasterCard & Discover

## *TENTH ORDER OF BUSINESS*





# **Indigo**

## **Community Development District**

**Unaudited Financial Reporting**  
**October 31, 2021**



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12	<u>Assessment Receipt Schedule</u>

**Indigo**  
Community Development District  
Combined Balance Sheet  
As of October 31, 2021

Assets	Governmental Funds			Account Groups		Totals
	General	Debt Service	Capital Projects	General Fixed Assets	General Long- Term Debt	(memorandum only) 2021
Cash	\$89,069	---	---	---	---	\$89,069
Assessment Receivable	\$3,000	---	---	---	---	\$3,000
Prepaid Expense	\$500	---	---	---	---	\$500
Investments						
Custodial Operating Account	\$323,604	---	---	---	---	\$323,604
State Board of Administration - Operating	\$10,603	---	---	---	---	\$10,603
State Board of Administration - Reserve	\$1,911,179	---	---	---	---	\$1,911,179
Series 1999A						
Reserve Account	---	\$80,675	---	---	---	\$80,675
Revenue Account	---	\$49,421	---	---	---	\$49,421
Construction	---	---	\$148,234	---	---	\$148,234
Series 1999C						
Reserve Account	---	\$59,586	---	---	---	\$59,586
Revenue Account	---	\$952,125	---	---	---	\$952,125
Redemption Account	---	\$1,305,655	---	---	---	\$1,305,655
Remedial Expenditure	---	\$0	---	---	---	\$0
Series 2005						
Reserve Account	---	\$60,210	---	---	---	\$60,210
Escrow Deposit Fund	---	\$9,849	---	---	---	\$9,849
Prepayment Account	---	\$741,861	---	---	---	\$741,861
Revenue Account	---	\$1,767,238	---	---	---	\$1,767,238
Remedial Expenditure	---	\$0	---	---	---	\$0
Series 2021						
Reserve Account	---	\$78,307	---	---	---	\$78,307
Revenue Account	---	\$0	---	---	---	\$0
Capitalized Interest Account	---	\$106,185	---	---	---	\$106,185
Construction Account	---	---	\$2,442,980	---	---	\$2,442,980
Cost of Issuance Account	---	---	\$27,250	---	---	\$27,250
Fixed Assets	---	---	---	\$8,305,270	---	\$8,305,270
Amount Available/Long-Term Debt	---	---	---	---	\$5,211,111	\$5,211,111
Amount to be Provided/Long Term Debt 1999A	---	---	---	---	\$464,904	\$464,904
Amount to be Provided/Long Term Debt 1999C	---	---	---	---	\$4,342,634	\$4,342,634
Amount to be Provided/Long Term Debt 2005	---	---	---	---	\$3,390,842	\$3,390,842
Amount to be Provided/Long Term Debt 2021	---	---	---	---	\$2,630,508	\$2,630,508
<b>Total Assets</b>	<b>\$2,337,956</b>	<b>\$5,211,111</b>	<b>\$2,618,464</b>	<b>\$8,305,270</b>	<b>\$16,040,000</b>	<b>\$34,512,801</b>
<b>Liabilities</b>						
Accounts Payable	\$39,765	---	---	---	---	\$39,765
Accrued Principal Payment 1999C	---	\$1,255,000	---	---	---	\$1,255,000
Accrued Interest Payment 1999C	---	\$5,075	---	---	---	\$5,075
Accrued Principal Payment 2005	---	\$630,000	---	---	---	\$630,000
Accrued Interest Payment 2005	---	\$2,143,019	---	---	---	\$2,143,019
Bonds Payable 1999A	---	---	---	---	\$595,000	\$595,000
Bonds Payable 1999C	---	---	---	---	\$6,660,000	\$6,660,000
Bonds Payable 2005	---	---	---	---	\$5,970,000	\$5,970,000
Bonds Payable 2021	---	---	---	---	\$2,815,000	\$2,815,000
Due to Other	\$290,106	---	---	---	---	\$290,106
<b>Fund Equity, Other Credits</b>						
Investments in General Fixed Assets	---	---	---	\$8,305,270	---	\$8,305,270
Fund Balances						
Restricted for Debt Service 1999A/B	---	\$130,096	---	---	---	\$130,096
Restricted for Debt Service 1999C	---	\$1,057,291	---	---	---	\$1,057,291
Restricted for Debt Service 2005	---	(\$193,861)	---	---	---	(\$193,861)
Restricted for Debt Service 2021	---	\$184,492	---	---	---	\$184,492
Restricted for Capital Projects 1999A/B	---	---	\$148,234	---	---	\$148,234
Restricted for Capital Projects 2021	---	---	\$2,470,230	---	---	\$2,470,230
Assigned for General Fund	\$450,000	---	---	---	---	\$450,000
Unassigned General Fund	\$1,558,086	---	---	---	---	\$1,558,086
<b>Total Liabilities, Fund Equity</b>	<b>\$2,337,956</b>	<b>\$5,211,111</b>	<b>\$2,618,464</b>	<b>\$8,305,270</b>	<b>\$16,040,000</b>	<b>\$34,512,801</b>

# INDIGO

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures As of October 31, 2021

	General Fund Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
<b>REVENUES:</b>				
Maintenance Assessments	\$576,274	\$0	\$0	\$0
City of Daytona Funding	\$8,100	\$0	\$0	\$0
Interest Income	\$3,000	\$3,000	\$159	(\$2,841)
<b>TOTAL REVENUES</b>	<b>\$587,374</b>	<b>\$3,000</b>	<b>\$159</b>	<b>(\$2,841)</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
Supervisor Fees	\$12,000	\$1,000	\$0	\$1,000
FICA Expense	\$918	\$77	\$0	\$77
Engineering	\$5,000	\$417	\$0	\$417
Attorney	\$32,000	\$2,667	\$0	\$2,667
Annual Audit	\$5,100	\$425	\$0	\$425
Arbitrage	\$1,350	\$113	\$0	\$113
Trustee	\$14,000	\$1,167	\$0	\$1,167
Dissemination Agent	\$3,100	\$258	\$258	\$0
Special Assessment Roll Preparation	\$20,000	\$20,000	\$20,000	\$0
Management Fees	\$56,500	\$4,708	\$4,708	\$0
Information Technology	\$2,800	\$233	\$233	\$0
Website Administration	\$1,200	\$100	\$100	\$0
Telephone	\$300	\$25	\$4	\$21
Postage	\$1,500	\$125	\$17	\$108
Insurance	\$23,050	\$23,050	\$21,701	\$1,349
Printing & Binding	\$1,750	\$146	\$433	(\$287)
Legal Advertising	\$2,500	\$208	\$0	\$208
Other Current Charges	\$1,000	\$83	\$56	\$28
Office Supplies	\$350	\$29	\$20	\$9
Foreclosure Costs	\$0	\$0	\$0	\$0
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Office Expense	\$6,000	\$500	\$500	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$190,593</b>	<b>\$55,506</b>	<b>\$48,206</b>	<b>\$7,300</b>
<b>FIELD:</b>				
<b>Operating Expenses I-95</b>				
Landscape Maintenance	\$50,400	\$4,200	\$4,200	(\$0)
Landscape Contingency	\$3,500	\$292	\$225	\$67
Irrigation Repairs & Maintenance	\$20,000	\$1,667	\$0	\$1,667
Mowing	\$8,100	\$675	\$0	\$675
Lakes	\$5,475	\$456	\$755	(\$298)
Plant Replacement & Annuals	\$8,000	\$667	\$0	\$667
Utilities	\$18,000	\$1,500	\$1,268	\$232
Repairs	\$10,000	\$833	\$227	\$607
Miscellaneous	\$2,000	\$167	\$164	\$3
<b>Operating Expenses I-95</b>	<b>\$125,475</b>	<b>\$10,456</b>	<b>\$6,839</b>	<b>\$3,618</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## GENERAL FUND

### Statement of Revenues & Expenditures

	General Fund Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
<b><i>Operating Expenses Community Wide</i></b>				
Site Manager	\$31,800	\$2,650	\$2,650	\$0
Landscape Maintenance	\$418,884	\$34,907	\$34,907	\$0
Landscape Contingency	\$26,912	\$2,243	\$1,037	\$1,206
Irrigation Repairs & Maintenance	\$30,000	\$2,500	\$3,374	(\$874)
Lakes	\$38,548	\$3,212	\$3,163	\$49
Plant Replacement & Annuals	\$35,000	\$2,917	\$0	\$2,917
Utilities	\$40,000	\$3,333	\$2,308	\$1,026
Repairs	\$65,972	\$5,498	\$16,720	(\$11,222)
Stormwater System	\$3,158	\$263	\$0	\$263
Sidewalks	\$3,000	\$250	\$0	\$250
Miscellaneous	\$20,000	\$1,667	\$164	\$1,503
Conservation Easement Maintenance	\$47,832	\$3,986	\$3,986	\$0
Tree Trimming	\$43,200	\$3,600	\$3,600	\$0
Pressure Washing	\$17,000	\$1,417	\$0	\$1,417
<b>Operating Expenses Community Wide</b>	<b>\$821,306</b>	<b>\$68,442</b>	<b>\$71,908</b>	<b>(\$3,466)</b>
<b>TOTAL FIELD</b>	<b>\$946,781</b>	<b>\$78,898</b>	<b>\$78,747</b>	<b>\$151</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,137,374</b>	<b>\$134,404</b>	<b>\$126,953</b>	<b>\$7,451</b>
<b>EXCESS REVENUES/ (EXPENDITURES) AND OTHER SOURCES</b>	<b>(\$550,000)</b>	<b>----</b>	<b>(\$126,794)</b>	<b>----</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$550,000</b>	<b>----</b>	<b>\$2,134,879</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>----</b>	<b>\$2,008,086</b>	<b>----</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 1999A

Statement of Revenues & Expenditures

As of October 31, 2021

### REVENUES:

	Debt Service Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
Special Assessments	\$79,064	\$0	\$0	\$0
Interest Income	\$0	\$0	\$1	\$1
<b>TOTAL REVENUES</b>	<b>\$79,064</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>

### EXPENDITURES:

Interest Expense - 11/01	\$19,600	\$0	\$0	\$0
Principal Expense - 5/01	\$40,000	\$0	\$0	\$0
Interest Expense - 5/01	\$19,600	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$79,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### EXCESS REVENUES/ (EXPENDITURES) AND OTHER SOURCES

	<b>(\$136)</b>	<b>----</b>	<b>\$1</b>	<b>----</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$49,419</b>	<b>----</b>	<b>\$130,095</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$49,283</b>	<b>----</b>	<b>\$130,096</b>	<b>----</b>

### Fund Balance Calculation

Reserve Account	\$80,675
Revenue Account	\$49,421
<b>Total Series 1999A Funds Available</b>	<b>\$130,096</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 1999C

Statement of Revenues & Expenditures

As of October 31, 2021

### REVENUES:

	Debt Service Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
Special Assessments	\$567,166	\$0	\$0	\$0
Special Assessments - Prepayments	\$0	\$0	\$1,047,009	\$1,047,009
Settlement Agreement	\$0	\$0	\$415,810	\$415,810
Interest Income	\$0	\$0	\$7	\$7
Other Income Source	\$375,434	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$942,600</b>	<b>\$0</b>	<b>\$1,462,825</b>	<b>\$1,462,825</b>

### EXPENDITURES:

Debt Service Obligation	\$942,600	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$942,600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### EXCESS REVENUES

(EXPENDITURES) AND OTHER SOURCES	\$0	----	\$1,462,825	----
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### FUND BALANCE - BEGINNING

	\$0	----	(\$405,535)	----
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### FUND BALANCE - ENDING

	\$0	----	\$1,057,291	----
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### Fund Balance Calculation

Reserve Account	\$59,586
Revenue Account	\$952,125
Redemption Account	\$1,305,655
Remedial Expenditure	\$0
Accrued Interest Payable	(\$5,075)
Accrued Principal Payable	(\$1,255,000)
Total Series 1999C Funds Available	<u>\$1,057,291</u>



# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 2005

Statement of Revenues & Expenditures

As of October 31, 2021

### **REVENUES:**

	Debt Service Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
Special Assessments	\$268,908	\$0	\$0	\$0
Special Assessments - Prepayments	\$0	\$0	\$678,729	\$678,729
Settlement Agreement	\$0	\$0	\$604,568	\$604,568
Interest Income	\$0	\$0	\$10	\$10
Other Income Source	\$310,567	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$579,475</b>	<b>\$0</b>	<b>\$1,283,307</b>	<b>\$1,283,307</b>

### **EXPENDITURES:**

Debt Service Obligation	\$579,475	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$579,475</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### **OTHER SOURCES/(USES)**

Other Debt Service Costs	\$0	\$0	\$0	\$0
Transfer In	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### **EXCESS REVENUES (EXPENDITURES) AND OTHER SOURCES**

	<b>\$0</b>	<b>----</b>	<b>\$1,283,307</b>	<b>----</b>
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### **FUND BALANCE - BEGINNING**

	<b>\$0</b>	<b>----</b>	<b>(\$1,477,168)</b>	<b>----</b>
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### **FUND BALANCE - ENDING**

	<b>\$0</b>	<b>----</b>	<b>(\$193,861)</b>	<b>----</b>
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### **Fund Balance Calculation**

Reserve Account	\$60,210
Escrow Deposit Fund	\$9,849
Prepayment Account	\$741,861
Revenue Account	\$1,767,238
Remedial Expenditure	\$0
Accrued Interest Payable	(\$2,143,019)
Accrued Principal Payable	(\$630,000)
<b>Total Series 2005 Funds Available</b>	<b>(\$193,861)</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Series 2021

Statement of Revenues & Expenditures

As of October 31, 2021

### REVENUES:

	Debt Service Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
Special Assessments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### EXPENDITURES:

Debt Service Obligation	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	\$0	\$0
Transfer In/(Out)	\$0	\$0	(\$0)	(\$0)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>

### EXCESS REVENUES

<b>(EXPENDITURES) AND OTHER SOURCES</b>	<b>\$0</b>	<b>----</b>	<b>\$0</b>	<b>----</b>
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### FUND BALANCE - BEGINNING

<b>\$0</b>	<b>----</b>	<b>\$184,492</b>	<b>----</b>
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### FUND BALANCE - ENDING

<b>\$0</b>	<b>----</b>	<b>\$184,492</b>	<b>----</b>
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### Fund Balance Calculation

Reserve Account	\$78,307
Revenue Account	\$0
Capitalized Interest Account	\$106,185
<b>Total Series 2021 Funds Available</b>	<b>\$184,492</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## CAPITAL PROJECTS FUND

### Series 1999A

#### Statement of Revenues & Expenditures

As of October 31, 2021

	Capital Projects Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$1	\$1
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>	<b>----</b>	<b>\$148,233</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>----</b>	<b>\$148,234</b>	<b>----</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## CAPITAL PROJECTS FUND

**Series 2021**

### Statement of Revenues & Expenditures

As of October 31, 2021

	Capital Projects Budget	Prorated Budget 10/31/21	Actual 10/31/21	Variance
<b><u>REVENUES:</u></b>				
Interest	\$0	\$0	\$2	\$2
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2</b>	<b>\$2</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2</b>	<b>\$2</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
Transfer In/(Out)	\$0	\$0	\$0	\$0
<b>OTHER SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES/ (EXPENDITURES) AND OTHER SO</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2</b>	<b>\$2</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>	<b>----</b>	<b>\$2,470,228</b>	<b>----</b>
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>----</b>	<b>\$2,470,230</b>	<b>----</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## Month to Month Income Statement FY2022

### REVENUES:

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Maintenance Assessments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Daytona Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$159	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$159
<b>TOTAL REVENUES</b>	<b>\$159</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$159</b>

### EXPENDITURES:

#### ADMINISTRATIVE:

Supervisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$258
Special Assessment Roll Preparation	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Management Fees	\$4,708	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,708
Information Technology	\$233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$233
Website Administration	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Telephone	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
Postage	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17
Insurance	\$21,701	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,701
Printing & Binding	\$433	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$56	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56
Office Supplies	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
Foreclosure Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Office Expense	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
<b>TOTAL ADMINISTRATIVE</b>	<b>\$48,206</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$48,206</b>

# INDIGO COMMUNITY DEVELOPMENT DISTRICT

## Month to Month Income Statement FY2022

FIELD:

**Operating Expenses I-95**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Landscape Maintenance	\$4,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,200
Landscape Contingency	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225
Irrigation Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakes	\$755	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$755
Plant Replacement & Annuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$1,268	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,268
Repairs	\$227	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$227
Miscellaneous	\$164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164
<b>OPERATING EXPENSES I-95</b>	<b>\$6,839</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,839</b>

**Operating Expenses Community Wide**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Site Manager	\$2,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,650
Landscape Maintenance	\$34,907	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,907
Landscape Contingency	\$1,037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,037
Irrigation Repairs & Maintenance	\$3,374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,374
Lakes	\$3,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,163
Plant Replacement & Annuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$2,308	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,308
Repairs	\$16,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,720
Stormwater System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164
Conservation Easement Maintenance	\$3,986	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,986
Tree Trimming	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600
Pressure Washing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OPERATING EXPENSES COMMUNITY WIDE</b>	<b>\$71,908</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$71,908</b>

**TOTAL EXPENDITURES**

	<b>\$126,953</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$126,953</b>
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**EXCESS REVENUES/ (EXPENDITURES)**

	<b>(\$126,794)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$126,794)</b>
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## TAX COLLECTOR

NET TAX ROLL ASSESSED	4,579.28	\$ 564,267.59	\$ 79,064.20	\$ 580,735.79	\$ 299,742.87	\$ 1,523,810.45
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[illegible]

BALANCE DUE TAX ROLL	\$ 564,267.59	\$ 79,064.20	\$ 580,735.79	\$ 299,742.87	\$ 1,523,810.45
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PERCENT COLLECTED	0.00%	0.00%	0.00%	0.00%	0.00%
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