

*Bay Laurel Center
Community Development District*

Agenda

January 3, 2023

AGENDA

***Bay Laurel Community
Development District
Meeting Agenda***

**Tuesday
January 3, 2023
10:00 AM**

**Circle Square Commons Cultural Center
8395 SW 80th Street
Ocala, Florida**

- I. Roll Call
- II. Public Comment Period
- III. Notice of Meeting
- IV. Ratification of Series 2022B Requisitions #12 - #13
- V. Ratification of SWFWMD Cooperative Funding Initiative Project Agreement
- VI. Ratification of Standard Potable Water, Wastewater and Reclaimed Water Agreement (SDA) with LS Enterprises Florida, LLC
- VII. Consideration of Agreement with LLS Tax Solutions to Provide Arbitrage Rebate Calculation Services for the Series 2011 Bonds
- VIII. Other Business
- IX. Supervisor's Requests
- X. Adjournment

SECTION III

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Bay Laurel Cdd-Gms-Cf
Bay Laurel Cdd-Gms-Cf
8470 SW 79Th Street RD # 3
Ocala FL 34481-9154

STATE OF FLORIDA, COUNTY OF MARION

The Star Banner, a newspaper printed and published in the city of Ocala, and of general circulation in the County of Marion, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

09/27/2022

and that the fees charged are legal.

Sworn to and subscribed before on 09/27/2022

NOTICE OF MEETING DATES BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2023

The Board of Supervisors of the Bay Laurel Center Community Development District will hold their regularly scheduled public meetings for the Fiscal Year 2023 at 10:00 AM at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34481 on the first and third Tuesday of the month as follows:

- October 4, 2022
- October 18, 2022
- November 1, 2022
- November 15, 2022
- December 6, 2022
- December 20, 2022
- January 3, 2023
- January 17, 2023
- February 7, 2023
- February 21, 2023
- March 7, 2023
- March 21, 2023 - Meeting located in Cypress Hall
- April 4, 2023
- April 18, 2023
- May 2, 2023
- May 16, 2023
- June 6, 2023
- June 20, 2023
- July 18, 2023
- August 1, 2023
- August 15, 2023
- September 5, 2023
- September 19, 2023

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-935-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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.

George S. Flint
Governmental Management
Services - Central Florida, LLC
District Manager
September 27, 2022 #7833223

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$178.54

Order No: 7833223

Customer No: 533679

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

SECTION IV

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
(MARION COUNTY, FLORIDA)
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2022B
PROJECT FUND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
Fort Lauderdale, Florida

REQUISITION NO. 12

Project: Bay Laurel North WRF

Engineer's Project No. 142837003

Subject: Pay Application #7

Contractor/Payee: Wharton-Smith Inc.

Contract Date: 04/27/2022

Address: 750 Monroe Rd. Sanford, FL 32771

Contract For: Bay Laurel North WRF

Total Contract Amount: \$89,815,384.22

Amount Previously Paid Under Contract: \$6,763,018.42

Application Date: 11/08/2022

Application Amount: \$2,703,017.84

Period Ending: 10/31/2022

Balance of Contract Amount After This Payment:
\$80,349,347.96

Real Property:

Costs of Issuance:

Contractor - as used herein refers to any person, firm or corporation to whom payment is due

CERTIFICATION OF BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

Attached hereto is the Contractor's Application for Payment for work accomplished under the above contract through the date indicated above. If applicable, accompanying the Application is the Contractor's Affidavit stating that all previous payments to it under the contract have been applied by it to discharge, in full, all of its obligations in connection with work ordered by all prior Applications for Payment.

If requisition of any amount requested thereunder is for the acquisition of real property, as indicated by the yes response set forth above, the following paragraph is applicable: The payment for any real property or interest therein from moneys requested by this Requisition is in compliance in all respects with the requirements of Section 5.02 of the Trust Indenture relating thereto.

The requisition certifies that the work to which the payment relates has been accomplished in a manner satisfactory to the Issuer, and the amount to be paid does not exceed the obligation on account of which the payment is made. The Issuer's certifications may be based upon certificates satisfactory to it provided by the Consulting Engineer

In the case of payments to discharge indebtedness of the Issuer, the proceeds of which were used for payments properly chargeable against the Project Fund, the Issuer shall provide as an attachment to the requisition a copy of any note or other evidence of the indebtedness to be discharged.

WHEREAS, the authorized officer certifies as part of this requisition that:

There has not been filed with or served upon the Issuer notice of any lien, right to liens, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the persons, firm or corporations named in such requisitions, which has not been released or will be released simultaneously with the payment of such obligation, and that this requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain, such payment obligation was properly incurred and is a proper charge against the Project Fund, is a "Cost" permitted under the Trust Indenture for the above-referenced Bonds and under the Act (as defined in such Trust Indenture) and such payment is in accordance with the plans and specifications or duly approved change order for the above-referenced project.

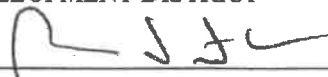
It is further certified that the above amount due has not been paid and that the items of work to be paid for have been completed, or materials delivered, with respect to the amount due.

The Cost for which payment is requested hereunder is/is not (circle appropriate choice) one in which payment shall first be made from the Connection Charge Fund.

In the event that any requisition for the acquisition price of a specific component of the Utilities System or a Project is in payment for any real property or interest therein, the Issuer has received a title insurance policy approved by Counsel covering such property or written opinion of Counsel or any attorney designated for such purpose by Counsel, to the effect that the Issuer shall have upon such payment marketable title in fee simple to such property, subject to no lien, charge or encumbrance thereon affecting the title thereto except liens, charges, encumbrances or other defects of title which do not have a materially adverse effect upon the right of the Issuer to use such property for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity.

WHEREFORE, in accordance with the above, the undersigned has approved payment to Contractor of the Amount Due as shown above.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT



Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, James E. Curran, II, P.E., an authorized representative of Kimley-Horn, the Consulting Engineers of the Issuer, approve of this requisition and hereby certify that (i) the obligation for which payment is being made was properly incurred, (ii) the amount requisitioned is due and unpaid and is for a Cost permitted under the Trust Indenture and the Act, (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the material, supplies or equipment have been installed as part of the Project or have been delivered either at the proper site or at a proper place for fabrication and are covered by the builders' risk insurance, (iv) all work, material, supplies and equipment for which payment is to be made are, in the signer's opinion, in accordance with the plans and specifications or duly approved change orders, and (v) all approvals and permits for the acquisition, construction, installation and equipping of the Project referenced above have been obtained [or can reasonably be expected to be obtained] from all applicable Regulatory Bodies.

Certified and Approved By:


By: JAMES CURRAN II, P.E.

Title: PROJECT ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER: PROJECT: APPLICATION NO: 7 Distribution to: OWNER 1 of 2 PAGES
 PERIOD TO: 10/31/2022 ARCHITECT
 PROJECT NOS.: 4/27/2022 CONTRACTOR
 CONTRACT DATE: 21-034
 W/S JOB NO.:

ATTN: VIA ARCHITECT:
 FROM (CONTRACTOR): WHARTON-SMITH, INC.
 P.O. Box 471028
 Lake Monroe, FL 32747

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

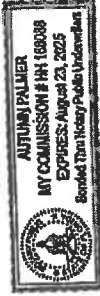
1. ORIGINAL CONTRACT SUM	\$	2,584,144.99
2. Net change by Change Orders	\$	87,231,298.23
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	89,815,394.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	89,815,394.22
5. RETAINAGE:		
0.05 of Completed Work	498,212.43	
(Columns D + E on G703)		
0.05 of Stored Material	0.00	
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	498,212.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	89,317,181.79
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	87,515,131.79
8. CURRENT PAYMENT DUE	\$	2,703,017.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	80,349,347.96

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR: Stephanie Pompeo Date: November 8, 2022
 By: Stephanie Pompeo Stephanie Pompeo, VP of Finance

State of: FLORIDA
 County of: SEMINOLE
 Subscribed and sworn to before me this November 8, 2022



Notary Public: Autumn Palmer
 My Commission expires: 8/23/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 11/9/2022
 By: [Signature]
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only at the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1992

CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT, 2009 EDITION
 Contractor's report performance information
 In lieu of other forms, contractor may refer to the contract award
 Use Column for Contractor's contract reference for items not on GMP

APPLICATION NO: 7
 APPLICATION DATE: 11/15/2022
 PERIOD TO: 10/31/2022

GMP#01 COST SUMMARY													
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	QUANTITY OF SCHEDULED VALUE	UNIT OF MEASURE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN G OR S)	TOTAL COMPLETED TO DATE (G+H+J)	PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	BALANCE TO FINISH (C-K)	RETAINAGE (%)	PERCENTAGE OF WORK COMPLETE TO DATE
					QUANTITY FROM PREVIOUS APPLICATION	FROM PREVIOUS APPLICATION	QUANTITY THIS APPLICATION						
A General Conditions (CMAR)													
1	GMP 1 Bond and Insurance	\$33,025.00	1	LS	1.00	33,025.00		33,025.00			1,851.25		1.00
2	General Conditions (Billed Monthly)	\$507,329.00	4	MO	4.00	507,329.00		507,329.00	100.00%		25,366.45		4.00
3	Construction Fee	\$181,411.00	1	LS	0.95	178,012.23	0.07	13,399.77	191,411.00	100.00%		9,570.56	1.00
B Project Contingencies													
1	Contingency	\$113,308.88	1	LS								0.00	0.00
Construction													
1	Early Clearing (\$593,371.00)	\$593,371.00	1	LS	1.00	593,371.00		593,371.00			29,669.55		1.00
2	Temporary Access Road (\$1,073,687.30)	\$1,073,687.30	1	LS	0.95	1,020,092.84	0.05	53,604.37	1,073,687.30		53,684.37		1.00
3	Cattle Guard Material	\$30,673.69	1	LS	1.00	30,673.69		30,673.69			1,533.68		1.00
4	Cattle Guard Install	\$10,500.00	1	LS	1.00	10,500.00		10,500.00			\$25.00		1.00
5	Initial Surveying & Layout	\$30,840.00	1	LS	1.00	30,840.00		30,840.00			1,542.00		1.00
GMP#01 TOTALS		\$ 2,450,426.99			\$ 2,450,426.99		\$ 67,027.14	\$ 2,450,426.99			\$ 113,308.88		\$ 113,308.88

GMP#02 COST SUMMARY													
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	QUANTITY OF SCHEDULED VALUE	UNIT OF MEASURE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN G OR S)	TOTAL COMPLETED TO DATE (G+H+J)	PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	BALANCE	RETAINAGE (%)	PERCENTAGE OF WORK COMPLETE TO DATE
					QUANTITY FROM PREVIOUS APPLICATION	FROM PREVIOUS APPLICATION	QUANTITY THIS APPLICATION						
A General Conditions (CMAR)													
1	Construction Fee	\$543,480.33	1	LS	0.58	315,206.99	0.22	119,581.27	434,788.26	69.00%	108,692.07	21,738.41	0.80
2	Builder's Risk Insurance	\$347,704.01	1	LS	1.00	347,704.01			347,704.01			17,365.20	1.00
C Project Contingencies													
1	Contingency (\$365,830.88)	\$3,171,189.88	1	LS							3,171,189.96		0.00
1	DR18 C900 ODP (24")	\$2,257,910.00	1	LS	1.00	2,257,910.00			2,257,910.00	100.00%		112,895.50	1.00
1	DIP Cement Lined ODP (20")	\$606,320.00	1	LS	1.00				606,320.00			30,316.00	1.00
D Construction													
J	DR- Site Linework (\$4,800,130.00)	\$1,708,150.00	1	LS	0.75	1,451,925.00	0.10	168.84	1,452,093.84	84.98%	257,056.16	72,604.69	0.85
J	DR- Air Release Valves	\$228,730.00	25	LS			9.00	\$7,630.00	81,630.00	36.00%	145,120.00	4,081.50	9.00
J	DR18 C900 ODP (24")	\$2,257,910.00	1	LS	1.00	2,257,910.00			2,257,910.00			-112,895.50	1.00
J	DIP Cement Lined ODP (20")	\$606,320.00	1	LS	1.00	606,320.00			606,320.00	100.00%		-30,316.00	1.00
K	Structure in & Under Piping Material (GMP2)	\$308,489.72	1	LS		669,744.56	0.40	535,395.65	1,204,640.21	90.00%	133,848.91	60,232.01	0.90
GMP#02 TOTALS		\$7,336,714.42			\$ 2,784,080.56		\$ 736,755.76	\$ 3,520,836.32		47.99%	\$ 3,815,676.10	\$ 176,041.62	

GMP#03 COST SUMMARY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QUANTITY OF SCHEDULED VALUE	E UNIT OF MEASURE	G WORK COMPLETED			I MATERIALS STORED (NOT IN G OR J)	K TOTAL AND STORED TO DATE (G+H+I)	L PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	M BALANCE (C-K)	N RETAINAGE (5%)	O RETAINAGE (10%)
					F QUANTITY FROM PREVIOUS APPLICATION	G FROM PREVIOUS APPLICATION	H QUANTITY THIS APPLICATION						
A	General Conditions (CMAR)												
1	Construction Fee	\$2,188,175.00	1	LS	-		0.05	109,408.50	109,408.60		2,078,767.13	5,476.44	0.00
C	Project Contingencies												
	Contingency (\$1,256,039.89)	\$1,738,523.35	1	LS	-					0.00%	1,738,523.35	0.00	0.00
1	Balance from RIB Package	\$451,583.46	1	LS	-						451,583.46	0.00	0.00
	Asphalt Allowance (\$326,461.52)	\$326,461.52	1	LS	-						326,461.52	0.00	0.00
D	Construction												
	Pre-Stressed Tanks (\$3,930,100)	\$0.00	1	LS	-							0.00	0.00
	Payment & Performance Bond	\$28,000.00	1	LS	1.00	26,000.00			26,000.00			5.00	1.00
	Indemnification	\$100.00	1	LS	1.00	100.00			100.00			5.00	1.00
	Submittals	\$321,000.00	1	LS						0.00%	320,000.00	0.00	0.00
	Ground Storage Tank	\$3,041,000.00	1	LS							3,041,000.00	0.00	0.00
	Equalization Tank	\$543,000.00	1	LS							543,000.00	0.00	0.00
	Process Concrete (\$18,175,100)	\$17,915,100.00	1	LS						0.00%		0.00	0.00
	Payment & Performance Bond	\$178,900.00	1	LS	1.00	179,900.00				100.00%		8,995.00	1.00
	Indemnification	\$100.00	1	LS	1.00	100.00			100.00			5.00	1.00
	Submittals	\$80,000.00	1	LS		4,000.00	0.10			15.00%		600.00	0.15
	Compaction Grout Injection (\$610,948)	\$0.00	1	LS								75.00	1.00
	Mobilization	\$1,500.00	1	LS	1.00	1,500.00			1,500.00				
	Pipe Ditching	\$67,448.00	4.850	LFT		3,136.00			56,448.00	84.06%	30,852.00	2,822.40	3,136.00
	Compaction Grout (New Rate of \$255/cy)	\$519,000.00	2.025	CY		-			283,050.00	54.85%	232,950.00	14,152.50	1,110.00
	Payment & Performance Bond	\$60,046.00	1	LS	1.00	6,048.00			6,048.00	100.00%		302.40	1.00
	Indemnification	\$100.00	1	LS	1.00							5.00	1.00
	Rapid Infiltration Basins (\$2,517,424.96)												
	Earthmovers to perform dewater	\$1,009,345.00	1	LS	0.15	151,401.75			706,541.50	69.00%	151,401.75	42,897.16	0.85
	Whirlten-Struth to perform pipework	\$1,056,498.50	1	LS							1,056,498.50	0.00	0.00
	Balance to Contingency	(\$471,583.46)	1	LS							(451,583.46)	0.00	0.00
	Site Work - Access Road/Storm System (\$505,224.75)	\$0.00	1	LS									
	Payment & Performance Bond	\$7,356.38	1	LS	1.00	7,356.38			7,356.38			368.32	1.00
	Indemnification	\$100.00	1	LS		100.00			100.00			5.00	1.00
	Submittals	\$1,000.00	1	LS		1,000.00			1,000.00			50.00	1.00
	Mobilization	\$29,000.00	1	LS						0.00%	29,000.00	0.00	0.00
	Storm System	\$246,761.75	1	LS							246,761.75	0.00	0.00
	Access Road	\$220,996.82	1	LS							220,996.82	0.00	0.00
												0.00	0.00
	GMP#03 TOTALS	\$ 29,540,375.04				\$ 434,064.13		\$ 1,107,000.30	\$ 1,541,064.42	5.22%	\$ 27,999,310.62	\$ 77,053.22	

GMP#04 COST SUMMARY

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
		SCHEDULED VALUE			FROM PREVIOUS	THIS PERIOD	(NOT IN GCR)	AND STORED						
General Conditions (CMAR)														
1	Construction Fee	\$3,726,507.00	1	LS	0.03			149,197.43	6.67%					
2	General Conditions (Billed Monthly)	\$8,098,824.00	30	MO	1.00	1.00							26,959.41	
Project Contingencies														
	Contingency	\$2,607,664.33	1	LS										
	Electric Allowance (\$750,000)	\$518,560.79	1	LS									11,520.90	
	RECO CIAC Costs	\$230,419.21	1	LS	1.00									
	Permitting Allowance (\$250,000)	\$249,493.84	1	LS								249,493.94		
	June 2022	\$136.57	1	LS	1.00									1.00
	August 2022	\$397.49	1	LS	1.00									1.00
	Independent Testing Allowance (\$125,000)	\$125,000.00	1	LS										
	Metal Building Footing Allowance (\$20,000)	\$20,000.00	1	LS								20,000.00		
Construction														
	Sitework Mass Grading	\$815,886.00	1	LS	0.55			615,966.00						1.00
	Mechanical Underground (\$10,925,305)	\$9,403,429.00	1	LS										
	Submittals	\$110,000.00	1	LS			77,000.00							0.00
	General Conditions	\$1,282,874.00	15	MO		1.00							4,176.25	1.00
	Oxidation Ditches													
	In & Under 6" Drains	\$154,000.00	1	LS										0.40
	Electrical (\$9,035,021)	\$8,493,957.00	1	LS										
	Payment & Performance Bond	\$53,454.00	1	LS										
	Insufficiency	\$100.00	1	LS	1.00									
	Submittals	\$95,000.00	1	LS		0.23								
	Mobilization	\$180,000.00	1	LS		1.00							6,000.00	1.00
	Demobilization	\$10,000.00	1	LS										
	Temporary Service	\$150,000.00	1	LS									3,750.00	
	Close Out & O&M's	\$7,500.00	1	LS										
	Coordination & Layout	\$40,000.00	1	LS										
	Off-Site Fiber Conduit	\$289,427.00	1	LS										0.00
	EQ Tank Walkway Supports & Ladder	\$28,900.00	1	LS										
Equipment														
	Roasting Decanter	\$112,596.10	1	LS						0.00%				
	Submersible Pumps (\$7,231,720.4)	\$2,025,270.40	1	LS										
	Submersible Pumps Submittals	\$208,450.00	1	LS										
	End Sectional Centrifugal Pumps	\$627,840.20	1	LS										0.50
	FRP Walkable Covers, Baffles, & Weirs	\$331,876.20	1	LS										
	Grit Removal System		1	LS										
	Jet Aeration System		1	LS										
	Mechanical Screen & Compactor	\$647,577.70	1	LS								206,673.00		0.00
	Screwpress & Flow Tank Mixer		1	LS										
	Effluent Filter System	\$651,076.68	1	LS										
	Conveyors	\$236,462.17	1	LS										
	Sodium Hypo Feed System	\$151,779.50	1	LS										
	Sludge Transfer Pumps (\$106,027)	\$97,057.00	1	LS						0.00%		97,037.00		

Sludge Transfer Pump Substrate	\$9,000.00	1	LS					9,000.00			
Vertical Turbine Pumps	\$599,927.60	1	LS								
Odor Control		1	LS							562,105.24	
Biosorption & Secondary Clarifier	\$2,255,706.10	1	LS								
Emergency Generator Set		1	LS								
Equipment ODP Credits											0.00
OMP004 TOTALS	\$ 80,284,149.77							\$ 24,492.74			\$ 121,850.24
PROJECT TOTALS											

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
(MARION COUNTY, FLORIDA)
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2022B
PROJECT FUND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
Fort Lauderdale, Florida

REQUISITION NO. 13

Project: Bay Laurel North WRF

Engineer's Project No. 142837003

Subject: Pay Application #8

Contractor/Payee: Wharton-Smith Inc.

Contract Date: 04/27/2022

Address: 750 Monroe Rd. Sanford, FL 32771

Contract For: Bay Laurel North WRF

Total Contract Amount: \$89,815,384.22

Amount Previously Paid Under Contract: \$9,466,036.26

Application Date: 12/09/2022

Application Amount: \$2,254,140.39

Period Ending: 11/30/2022

Balance of Contract Amount After This Payment:
\$78,095,207.57

Real Property:

Costs of Issuance:

Contractor - as used herein refers to any person, firm or corporation to whom payment is due

CERTIFICATION OF BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

Attached hereto is the Contractor's Application for Payment for work accomplished under the above contract through the date indicated above. If applicable, accompanying the Application is the Contractor's Affidavit stating that all previous payments to it under the contract have been applied by it to discharge, in full, all of its obligations in connection with work ordered by all prior Applications for Payment.

If requisition of any amount requested thereunder is for the acquisition of real property, as indicated by the yes response set forth above, the following paragraph is applicable: The payment for any real property or interest therein from moneys requested by this Requisition is in compliance in all respects with the requirements of Section 5.02 of the Trust Indenture relating thereto.

The requisition certifies that the work to which the payment relates has been accomplished in a manner satisfactory to the Issuer, and the amount to be paid does not exceed the obligation on account of which the payment is made. The Issuer's certifications may be based upon certificates satisfactory to it provided by the Consulting Engineer

In the case of payments to discharge indebtedness of the Issuer, the proceeds of which were used for payments properly chargeable against the Project Fund, the Issuer shall provide as an attachment to the requisition a copy of any note or other evidence of the indebtedness to be discharged.

WHEREAS, the authorized officer certifies as part of this requisition that:

There has not been filed with or served upon the Issuer notice of any lien, right to liens, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the persons, firm or corporations named in such requisitions, which has not been released or will be released simultaneously with the payment of such obligation, and that this requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain, such payment obligation was properly incurred and is a proper charge against the Project Fund, is a "Cost" permitted under the Trust Indenture for the above-referenced Bonds and under the Act (as defined in such Trust Indenture) and such payment is in accordance with the plans and specifications or duly approved change order for the above-referenced project.

It is further certified that the above amount due has not been paid and that the items of work to be paid for have been completed, or materials delivered, with respect to the amount due.

The Cost for which payment is requested hereunder is/is not (circle appropriate choice) one in which payment shall first be made from the Connection Charge Fund.

In the event that any requisition for the acquisition price of a specific component of the Utilities System or a Project is in payment for any real property or interest therein, the Issuer has received a title insurance policy approved by Counsel covering such property or written opinion of Counsel or any attorney designated for such purpose by Counsel, to the effect that the Issuer shall have upon such payment marketable title in fee simple to such property, subject to no lien, charge or encumbrance thereon affecting the title thereto except liens, charges, encumbrances or other defects of title which do not have a materially adverse effect upon the right of the Issuer to use such property for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity.

WHEREFORE, in accordance with the above, the undersigned has approved payment to Contractor of the Amount Due as shown above.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

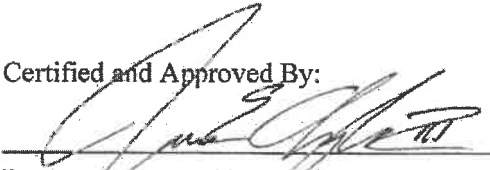


Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, James E. Clayton III, an authorized representative of Kimley-Horn, the Consulting Engineers of the Issuer, approve of this requisition and hereby certify that (i) the obligation for which payment is being made was properly incurred, (ii) the amount requisitioned is due and unpaid and is for a Cost permitted under the Trust Indenture and the Act, (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the material, supplies or equipment have been installed as part of the Project or have been delivered either at the proper site or at a proper place for fabrication and are covered by the builders' risk insurance, (iv) all work, material, supplies and equipment for which payment is to be made are, in the signer's opinion, in accordance with the plans and specifications or duly approved change orders, and (v) all approvals and permits for the acquisition, construction, installation and equipping of the Project referenced above have been obtained [or can reasonably be expected to be obtained] from all applicable Regulatory Bodies.

Certified and Approved By:


By: James E. Clayton III, P.E.

Title: Project Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER: PROJECT: APPLICATION NO.: 8 Distribution to: OWNER ARCHITECT CONTRACTOR

PERIOD TO: 11/30/2022 1 of 2 PAGES

PROJECT NOS.: 4/27/2022

CONTRACT DATE: 21-034

W/S JOB NO.:

ATTN: VIA ARCHITECT:

FROM (CONTRACTOR):
WHARTON-SMITH, INC.
 P.O. Box 471028
 Lake Monroe, FL 32747

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,584,144.99
2. Net change by Change Orders	\$	87,231,239.23
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	89,815,384.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	12,337,028.05
5. RETAINAGE:		
0.05 of Completed Work (Columns D + E on G703)	616,851.40	
0.05 of Stored Material (Column F on G703)	0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	616,851.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	11,720,176.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	9,466,036.26
8. CURRENT PAYMENT DUE	\$	2,254,140.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	78,095,207.57

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Stephanie Pompeo* Date: December 9, 2022
 By: Stephanie Pompeo, VP of Finance

State of: FLORIDA
 County of: SEMINOLE
 Subscribed and sworn to before me this December 9, 2022
 Notary Public: *Autumn Palmer*
 My Commission expires: 8/23/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____
 By: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only of the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1992

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO: 9
 APPLICATION DATE: 12/28/2022
 PERIOD TO: 11/30/2022

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated in the nearest dollar. Use Column 1 on Contracts where variable redlines for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QUANTITY OF SCHEDULED VALUE	E UNIT OF MEASURE	F QUANTITY FROM PREVIOUS APPLICATION	G WORK COMPLETED FROM PREVIOUS APPLICATION	H QUANTITY THIS APPLICATION	I THIS PERIOD	J MATERIALS PRESENTLY STORED (NOT IN GOR I)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	M BALANCE TO FINISH (C-K)	N RETAINAGE (%)	O PERCENTAGE OF WORK COMPLETE TO DATE
A General Conditions (CMAR)														
1	OBP 1 Bond and Insurance	\$3,025.00	1	LS	1.00	33,025.00	-	-	-	33,025.00	100.00%	-	0.00	0.00
2	General Conditions (Billed Monthly)	\$507,328.00	4	MO	4.00	507,328.00	-	-	-	507,328.00	100.00%	-	1,651.25	1.00
3	Construction Fee	\$19,411.00	1	LS	1.00	191,411.00	-	-	-	191,411.00	100.00%	-	26,398.45	4.00
B Project Contingencies														
1	Contingency	\$113,338.00	1	LS	-	-	-	-	-	-	0.00%	113,308.00	0.00	0.00
C Construction														
1	Early Chaining (\$893,371.00)	\$893,371.00	1	LS	1.00	593,371.00	-	-	-	593,371.00	100.00%	-	29,688.55	1.00
2	Temporary Access Road (\$1,073,687.30)	\$1,073,687.30	1	LS	1.00	1,073,687.30	-	-	-	1,073,687.30	100.00%	-	53,684.37	1.00
3	Cattle Guard Material	\$30,673.69	1	LS	1.00	30,673.69	-	-	-	30,673.69	100.00%	-	1,593.68	1.00
4	Cattle Guard Install	\$10,500.00	1	LS	1.00	10,500.00	-	-	-	10,500.00	100.00%	-	525.00	1.00
5	Initial Surveying & Layout	\$30,840.00	1	LS	1.00	30,840.00	-	-	-	30,840.00	100.00%	-	1,542.00	1.00
GMF#01 TOTALS														
		\$ 2,584,144.89			\$ 2,470,838.99				\$ -	\$ 2,470,838.99	95.62%	\$ 113,308.00	\$ 123,641.85	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QUANTITY OF SCHEDULED VALUE	E UNIT OF MEASURE	F QUANTITY FROM PREVIOUS APPLICATION	G WORK COMPLETED FROM PREVIOUS APPLICATION	H QUANTITY THIS APPLICATION	I THIS PERIOD	J MATERIALS PRESENTLY STORED (NOT IN GOR I)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	M BALANCE TO FINISH (C-K)	N RETAINAGE (%)	O PERCENTAGE OF WORK COMPLETE TO DATE
A General Conditions (CMAR)														
1	Construction Fee	\$545,460.25	1	LS	0.00	434,768.26	0.18	87,622.86	-	532,591.12	98.00%	10,869.21	0.00	0.00
2	Builder's Risk Insurance	\$37,704.00	1	LS	1.00	347,704.01	-	-	-	347,704.01	100.00%	-	26,628.56	0.98
C Project Contingencies														
1	Contingency (\$30,800.00)	\$3,171,181.00	1	LS	1.00	2,257,910.00	-	-	-	2,257,910.00	100.00%	3,171,180.98	0.00	0.00
1	DR18 CS00 ODP (20')	\$2,257,910.00	1	LS	1.00	2,257,910.00	-	-	-	2,257,910.00	100.00%	-	112,865.50	1.00
1	DR Cement Lined ODP (20')	\$895,320.00	1	LS	1.00	898,320.00	-	-	-	898,320.00	100.00%	-	30,316.00	1.00
D Construction														
J	Off-Site Linework (\$4,800,130.00)	\$1,728,160.00	1	LS	0.85	1,452,093.84	0.19	222,873.16	-	1,674,967.00	98.00%	34,183.00	83,748.35	0.88
J	2inch Air Release Valves	\$228,750.00	25	LS	9.00	81,630.00	7.00	83,480.00	-	145,150.00	64.00%	81,630.00	7,258.00	16.00
J	DR18 CS00 ODP (20')	\$42,257,910.00	1	LS	1.00	2,257,910.00	-	-	-	(2,257,910.00)	100.00%	-	-112,865.50	1.00
J	DR Cement Lined ODP (20')	\$895,320.00	1	LS	1.00	898,320.00	-	-	-	(898,320.00)	100.00%	-	-30,316.00	1.00
K	Structure In & Under Piping Material (GMP2)	\$38,688.12	1	LS	0.90	1,204,640.21	0.10	133,845.91	-	1,338,486.12	100.00%	-	66,824.46	1.00
GMF#02 TOTALS														
		\$7,335,714.42			\$ 3,520,838.82			\$ 518,018.81	\$ -	\$ 4,038,871.25	55.05%	\$ 3,297,843.17	\$ 201,943.55	

GMP#03 COST SUMMARY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QUANTITY OF SCHEDULED VALUE	E UNIT OF MEASURE	F QUANTITY FROM PREVIOUS APPLICATION	G WORK COMPLETED FROM PREVIOUS APPLICATION	H QUANTITY THIS APPLICATION	I THIS PERIOD	J MATERIALS PRESENTLY STORED (NOT IN G OR I)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	M BALANCE TO FINISH (C-K)	N RETAINAGE (%)	O PERCENTAGE OF WORK COMPLETE TO DATE
A	General Conditions (CMAR)													
1	Construction Fee	\$2,181,121.88	1	LS	0.05	109,408.60	0.03	65,646.28		176,054.07	8.00%	2,015,121.88	8,752.70	0.00
C	Project Contingencies													
1	Contingency (\$1,286,939.89)	\$1,286,939.89	1	LS							0.00%	1,286,939.89	0.00	0.00
1	Balance from RFI Package (\$451,593.46)	\$451,593.46	1	LS							0.00%	451,593.46	0.00	0.00
1	Additional grouting (\$255,000.00)	\$255,000.00	1	LS							0.00%	255,000.00	0.00	0.00
1	Asphalt Allowance (\$326,461.62)	\$326,461.62	1	LS							0.00%	326,461.62	0.00	0.00
D	Construction													
	Pre-Stressed Tanks (\$3,930,100)	\$3,930,100	1	LS	1.00	28,000.00				28,000.00	100.00%	-	1,300.05	1.00
	Payment & Performance Bond	\$100.00	1	LS	1.00	100.00				100.00	100.00%	-	5.00	1.00
	Substitute	\$20,000.00	1	LS			0.50	180,000.00		180,000.00	50.00%	160,000.00	8,000.00	0.50
	Ground Storage Tank	\$3,041,000.00	1	LS							0.00%	3,041,000.00	0.00	0.00
	Equalization Tank	\$543,000.00	1	LS							0.00%	543,000.00	0.00	0.00
	Process Concrete (\$18,175,100)	\$17,915,100.00	1	LS	1.00	179,500.00				179,500.00	100.00%	17,815,100.00	8,886.00	1.00
	Payment & Performance Bond	\$100.00	1	LS	1.00	100.00				100.00	100.00%	-	5.00	1.00
	Substitute	\$40,000.00	1	LS	0.15	12,000.00				12,000.00	15.00%	68,000.00	600.00	0.15
	Compaction Grout Injection (\$510,948)	\$500	1	LS										
	Mobilization	\$1,500.00	1	LS	1.00	1,500.00				1,500.00	100.00%	-	0.00	1.00
	Pipe Drilling	\$67,500.00	4,860	LFT	3,138.00	66,448.00				96,448.00	64.88%	30,852.00	2,822.40	3,138.00
	Compaction Grout (New Rate of \$255/cy)	\$510,000.00	2,024	CY	1,110.00	283,090.00	913.53	232,948.86		515,998.65	100.00%	0.15	25,798.99	2,023.53
	Compaction Grout (New Rate of \$255/cy)	\$50,000.00	1,000	CY	1.00	6,046.00	200.00	50,996.70		60,046.00	100.00%	204,000.30	2,546.99	200.00
	Payment & Performance Bond	\$100.00	1	LS	1.00	100.00				100.00	100.00%	-	5.00	1.00
	Substitute	\$100.00	1	LS										
	Rapid Infiltration Basins (\$2,617,424.86)	\$1,009,345.00	1	LS	0.85	857,943.25	0.15	151,401.75		1,009,345.00	100.00%	-	50,467.25	1.00
	Earthworks to perform civilwork	\$1,056,695.50	1	LS			0.15	158,474.48		188,474.48	15.00%	\$696,022.02	7,623.72	0.15
	Wharton-Smith to perform pipework	(\$451,593.46)	1	LS								(\$451,593.46)	0.00	0.00
	Balance to Contingency	\$0												
	Silt Work - Access Road/Storm System (\$505,224.7)	\$7,365.38	1	LS	1.00	7,365.38				7,365.38	100.00%	-	0.00	1.00
	Payment & Performance Bond	\$100.00	1	LS	1.00	100.00				100.00	100.00%	-	5.00	1.00
	Substitute	\$1,000.00	1	LS	1.00	1,000.00				1,000.00	100.00%	-	50.00	1.00
	Manholes	\$29,000.00	1	LS							0.00%	29,000.00	0.00	0.00
	Storm System	\$246,761.75	1	LS							0.00%	246,761.75	0.00	0.00
	Access Road	\$220,986.62	1	LS							0.00%	220,986.62	0.00	0.00
	GMP#03 TOTALS	\$ 29,640,375.04				\$ 1,641,064.43		\$ 818,421.05		\$ 2,380,635.48	7.95%	\$ 27,179,839.67	\$ 118,026.77	0.00

SECTION V

Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District) and the Cooperator named below:

Project Information

Cooperator Name: Bay Laurel Center Community Development District
 Cooperator Address: 8470 SW 79th Street Road, Suite 3
Ocala, Florida 34481
 Project Number: Q311
 Project Name: Bay Laurel Center CDD Water Conservation Program, Phase 2
 Project Description: The project consists of a water conservation incentive program that will make available financial incentives and services to residential and commercial customers for up to five conservation activities (Project).
 Electronic Signature: Yes

Funding/Agreement Information

*expiration dates subject to change

Risk Level: Type 1
 Effective Date: 10/01/2022 *Expiration Date: 12/31/2026
 Anticipated Total Project Cost: \$383,800 *O&M Expiration Date: _____
 District's Maximum Share: \$191,900 Multi-Year Funded Project: No
 State Funds: No CSFA #: _____ Title: _____
 Federal Funds: No CFDA #: _____ Title: _____
 Cooperator's Total Share: \$191,900 Approved funds: \$191,900 Through FY: 2023
 District Funding Percentage: 50% Land Acquisition Cost: No
 Third Party Review: No Conservation Easement: No

Party Contacts

District Contract Manager
 Name: Paige Tara
 Address: 2379 Broad Street
Brooksville, Florida 34604
 Phone: (352) 269-5611
 Email: Paige.Tara@swfwmd.state.fl.us

Cooperator Project Manager
 Name: Bryan Schmalz
 Address: 8470 SW 79th Street Road, Suite 3
Ocala, Florida 34481
 Phone: 352-414-5454 ext 4105
 Email: Bryan_Schmalz@blccdd.com

The Parties agree to comply with the terms and conditions set forth in the exhibits below, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (ASR and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Feasibility Study, Conservation, Watershed Management Plan)
	Exhibit B - CFI Special Terms and Conditions – Construction (Third-Party Review)
	Exhibit B - CFI Special Terms and Conditions – Septic to Sewer
X	Exhibit C - Project Plan
X	Exhibit D - Minority/Women Owned and Small Business Utilization Report Form
	Exhibit E - Contingency Funds Justification Form
	Exhibit F - Special Audit Requirements
	Exhibit G - State Funding Requirements
	Exhibit H - Federal Funding Requirements
	Exhibit I - Miscellaneous
X	Attachment 1 - Cooperative Funding Agreement Checklist
	Attachment 2 - Sample Conservation Easement

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

DocuSigned by:
 By: Amanda Rice
303968D498C298
 Name: Amanda Rice Date: 12/08/2022
 Title: Assistant Executive Director

Bay Laurel Center Community Development District

DocuSigned by:
 By: Kenneth D. Colen, as Chair
731A8367D821468
 Name: Kenneth D. Colen, as Chair Date: 12/08/2022
 Title: Chairman

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.
3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.
4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly-authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.
5. Funding.
 - 5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.
 - 5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.

- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
 - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
 - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.

6. Funding Contingency.

The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. The District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.

7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance

with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.”

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

“The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District’s and Cooperator’s share of this invoice to \$__ / \$__ respectively.”

- 7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District’s Contract Manager to expedite the review process.
- 7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.
- 7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties’ execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.
8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District’s Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District’s Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District’s Assistant Executive Director. The District’s Assistant Executive Director in consultation with the District’s Office of General Counsel will issue the District’s final determination. The Cooperator’s continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of

the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

- 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
 - 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
 - 12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
 - 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.
 14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.
 15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.
 16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.
 17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement, or any amendment, warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Non-Construction
Study, Conservation, Watershed Management Plan, or
Third-Party Review (design only)

1. Project Funding.

The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.

2. Repayment.

2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.

2.3. If the Cooperator is obligated to repay the District under any Paragraph of this Agreement, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.

2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Compensatory Treatment Mitigation.

If the Project progresses into the construction phase, the project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The project shall not be used for water use permitting withdrawal credits. The project can be used for self-mitigation due to impacts specifically associated with the construction of the project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. Checked paragraphs apply.

Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

Ownership of Documents and Other Materials.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

- 15 days of receipt.
- 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

- 10 days of receipt.
- 20 days of receipt.

Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, FL 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

Exhibit C
Southwest Florida Water Management District
Project Plan

PROJECT DESCRIPTION

The Project is a water conservation incentive program that will make available financial incentives and services to the Cooperator's residential and commercial customers for up to five conservation activities, including: replacing inefficient residential toilets with 1.28 gallon per flush or less high-efficiency toilets; replacing high volume shower heads with 2.0 gallons per minute or less WaterSense labeled showerheads; installation of evapotranspiration (ET) irrigation controllers and necessary components; performing landscape irrigation audits; and installation of rain sensors. Should actual costs be less than anticipated, the Cooperator may perform more installations/rebates as the availability of funds allow.

The Project will conserve an estimated 28,751-55,858 gallons per day if the Project is fully implemented.

MEASURABLE BENEFIT

The implementation of the program and completion of the Cooperator's final report in accordance with the requirements of this Agreement.

PROJECT TASKS

Key tasks to be performed by the Cooperator:

1. **TOILET REBATES/CREDITS** – The Cooperator shall ensure new rebated fixtures meet the Environmental Protection Agency's (EPA) WaterSense criteria. Additionally, the Cooperator shall ensure that all toilets being replaced were installed prior to 1995 and are high flow models (greater than or equal to 3.5 gallons per flush) and ensure disposal of replaced toilets. A maximum of two toilets per residential home are eligible. Costs eligible for rebate include, but shall not exceed, the replacement fixture and necessary components up to \$100. The District will reimburse 50% of rebate costs with the District maximum payout being \$50 per fixture.
2. **TOILET REBATE PROGRAM ADMINISTRATION/VERIFICATION** –The Cooperator shall verify that toilets being replaced and newly installed toilets meet eligibility criteria per this Agreement. Verification may be performed via photographs and shall include the following: 1) verification the toilet being replaced meets the qualification requirements for replacement and rebate under this Agreement, specifically that the replaced toilet was installed prior to 1995 and is a high flow model (greater than or equal to 3.5 gallons per flush); 2) confirmation of EPA WaterSense certification and label of newly installed toilets.
3. **SHOWERHEAD REPLACEMENT** – The Cooperator shall ensure new showerheads are WaterSense labeled and be responsible for recording all participants' addresses. Costs eligible for rebate include, but shall not exceed, the replacement fixture and necessary components up to \$20. The District will reimburse 50% of each showerhead up to \$10 per fixture replaced.
4. **IRRIGATION EVALUATIONS** - The Cooperator shall target high water users for irrigation evaluations and be responsible for: 1) scheduling appointments with customers; 2) performing on-site irrigation system evaluations; 3) preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer; 4) ensuring that a minimum of 10% of the completed evaluations will have follow-up evaluations performed to compare initial recommendations to the modifications that each participant made; 5) tracking all program activity in an electronic database; 6) working with customers to guide them through the program; 7) collecting customer survey data and performing subsequent data analysis in electronic form. Costs eligible for the incentive include irrigation evaluations up to \$467. The District will

reimburse 50% of eligible costs with the District maximum payout being \$233.50 per evaluation.

5. IRRIGATION CONTROLLER – The Cooperator shall target high water users for irrigation controllers and be responsible for: 1) ensuring equipment installed is WaterSense approved product; 2) ensuring controller and sensor function properly at the time of installation; 3) educating each homeowner on irrigation controller function with an emphasis on water conservation features for each controller installed to ensure long-term, effective equipment operation; 4) establishing Project policy; 5) tracking all program activity in an electronic database; 6) working with customers to guide them through the program. Costs eligible for rebate include, but shall not exceed, the replacement fixture and necessary components up to \$440. The District will reimburse 50% of rebate costs with the District maximum payout being \$220 per implementation.
6. RAIN SENSOR – The Cooperator shall target high water users for rain sensors and be responsible for: 1) ensuring sensor function properly at the time of installation; 2) tracking all program activity in an electronic database; 3) working with customers to guide them through the program. Costs eligible for rebate include, but shall not exceed, the replacement fixture and necessary components up to \$138. The DISTRICT will reimburse 50% of rebate costs with the District maximum payout being \$69 per implementation.
7. SAVINGS ANALYSIS – For customer accounts associated with tasks 4, 5, and 6, the Cooperator shall be responsible for a water savings analysis based on one full year of pre-implementation water use data and one full year of post-implementation water use data. This includes obtaining customer water use data and performing the subsequent data analysis.
8. PROMOTION AND EDUCATION - The Cooperator shall promote the Project through marketing and interaction with the applicable industries and direct utility customers. The Cooperator shall provide participants with educational materials on water conservation, leak detection and proper maintenance practices specific to the flush volume of the new toilet to ensure the high-efficiency toilets remain water conservative fixtures, and Florida-Friendly™ Landscaping educational materials pertaining to irrigation controller function with an emphasis on water conservation features for each controller installed to ensure long-term, effective equipment operation.
9. DRAFT/FINAL REPORTS – The Cooperator shall provide a draft final report and final report. The report shall contain the following information: 1) number of toilets installed and rebates issued; 2) description of old toilet removal and disposal methods; 3) number and location of showerheads replaced; 4) calculation of water savings based on number of participating residences for tasks 1 and 3; 5) number and location of irrigation evaluations, irrigation controllers and rain sensors installed; 6) the number and location of follow-up evaluations performed; 7) analysis of follow-up evaluations assessing homeowner willingness to performing items from initial evaluation; 8) water use data and water savings based on one full year of pre-implementation water use data and one full year of post-implementation water use data of tasks 4, 5, and 6; 9) a summary of program background, implementation, and methods used to promote the project; 10) customer surveys to determine the satisfaction with the Project; 11) full accounting of all funds expended under this Agreement; 12) all pertinent information regarding the program findings, associated conclusions and recommendations for future programs 13) comparison of the number of proposed implementations and the actual number of implementations, and if the actual is less than the proposed an explanation of why.

DELIVERABLES

The Cooperator shall provide

- Draft final report
- Final report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Implementation and Promotion of Program	01/01/2023	12/31/2024
Savings Analysis and Follow-up Evaluations	01/01/2025	12/31/2025
Draft Final Report	01/01/2026	03/31/2026
Final Report	04/05/2026	04/30/2026

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Rebates/ Credits/ Installations/ Evaluation	\$191,900	\$191,900	\$383,800
TOTAL PROJECT COSTS	\$191,900	\$191,900	\$383,800

The above costs and quantities are estimated pending vendor contract costs. Should actual costs be less than shown above, the Cooperator may perform more installations/issue more rebates, with the written approval of the District, in its sole discretion, and as the availability of funds allows and the participating utilities identify customers to participate. In no instance will the District's reimbursement exceed 50% of the actual cost of the rebated item(s) and installation(s).

Exhibit D
Southwest Florida Water Management District
Minority/Women Owned and Small Business Utilization Report

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Procurement Services Office, Phone (352) 505-2970.

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*					
		BUSINESS CLASSIFICATION		CERTIFIED MBE		NON-CERTIFIED MBE	
COOPERATOR: _____		SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN
AGREEMENT NO.: _____		NON-MINORITY					
PROJECT NAME: _____							
TOTAL PROJECT COST: _____							
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED							
TOTAL AMOUNT PAID							

* Our organization does not collect minority status data.

Signature _____

Date _____

Print Name and Title _____

Attachment 1
Southwest Florida Water Management District
Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

Cooperator District

For Studies, Design and Non-Construction Conservation Programs:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of solicitation and contract with consultant. If not provided timely, items may not be eligible for reimbursement (Subparagraph 7.6 of Exhibit A) |
| <input type="checkbox"/> | <input type="checkbox"/> | If applicable, design drawings (Exhibit B, Paragraph 4) |

For Construction:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of solicitation, submitted bid form, and contract with contractor. If not provided timely, items may not be eligible for reimbursement (Subparagraph 7.6, Exhibit A) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Notice to Proceed to contractor (Exhibit B, Paragraph 1) |
| <input type="checkbox"/> | <input type="checkbox"/> | Owner Direct Purchase Statement (Exhibit A, Subparagraph 5.4) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of construction permits (Exhibit A, Paragraph 16) |
| <input type="checkbox"/> | <input type="checkbox"/> | If land acquisition included, Property Appraisal and review and comment from District's Real Estate Services on appropriate land value (Exhibit A, Paragraph 16; and Exhibit B, Additional Clauses) |
| <input type="checkbox"/> | <input type="checkbox"/> | Draft signage (Exhibit B, Additional Clauses) |
| <input type="checkbox"/> | <input type="checkbox"/> | Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages (Exhibit A, Subparagraphs 5.2 and 7.2) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all required federal, state, and local environmental permit approvals and permitted drawings (Exhibit A, Paragraph 16) |
| <input type="checkbox"/> | <input type="checkbox"/> | Operational Plan (Exhibit B, Operation and Maintenance Paragraph) |

During Project Work:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Quarterly status reports (Exhibit A, Paragraph 11) |
| <input type="checkbox"/> | <input type="checkbox"/> | Invoices for reimbursement (Exhibit A, Paragraph 7) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contingency Form for each contingency item (Exhibit A, Subparagraph 5.3) |
| <input type="checkbox"/> | <input type="checkbox"/> | Notices for changes to prime contacts (Exhibit A, Paragraph 1) |
| <input type="checkbox"/> | <input type="checkbox"/> | Requests to extend project task deadline and adjustment to line item budget (Exhibit A, Paragraph 2) |
| <input type="checkbox"/> | <input type="checkbox"/> | Requests to changes to scope, budget, and/or schedule requiring an amendment to the agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work (If District's share is \$100,000 or greater) |

Close Out:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Prior to Final Payment Reimbursement the Cooperator will provide to the District: Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater) |
| <input type="checkbox"/> | <input type="checkbox"/> | All Deliverables listed in Exhibit C, Project Plan, as described in the tasks |

Survival of the Agreement:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The District, upon request, may review the biennial Operation and Maintenance Report (Exhibit B, Operation and Maintenance Paragraph) |
|--------------------------|--------------------------|---|

Certificate Of Completion

Envelope Id: A139939819FA4B7093A2859FC62F1F7A	Status: Completed
Subject: Complete with DocuSign: 23CF0004086 Agreement.pdf	
Source Envelope:	
Document Pages: 15	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Meagan Finneran
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	meagan.finneran@swfwmd.state.fl.us
	IP Address: 35.136.107.165

Record Tracking

Status: Original 12/5/2022 3:17:00 PM	Holder: Meagan Finneran meagan.finneran@swfwmd.state.fl.us	Location: DocuSign
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Signer Events

Kenneth D. Colen, as Chair
8445blccdd@gmail.com
Chairman
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Kenneth D. Colen, as Chair
F71A8357D82446B...

Signature Adoption: Pre-selected Style
Using IP Address: 184.179.51.48
Signed using mobile

Timestamp

Sent: 12/7/2022 5:42:17 AM
Viewed: 12/8/2022 8:14:41 AM
Signed: 12/8/2022 8:15:57 AM

Electronic Record and Signature Disclosure:
Accepted: 12/8/2022 8:14:41 AM
ID: 15c2f404-4b22-44d4-be6a-659254b45882

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Paige Tara
Paige.Tara@swfwmd.state.fl.us
Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 204.76.240.236

Sent: 12/5/2022 3:21:44 PM
Viewed: 12/6/2022 8:10:14 AM

Electronic Record and Signature Disclosure:
Accepted: 12/6/2022 8:10:14 AM
ID: ee68507f-99ba-48d5-9476-2d9c3a33f967

Brian Schmalz
bryan_schmalz@blccdd.com
Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 204.10.183.27

Sent: 12/6/2022 8:10:15 AM
Viewed: 12/7/2022 5:42:17 AM

Electronic Record and Signature Disclosure:
Accepted: 12/7/2022 5:42:17 AM
ID: e9bd46df-4e9c-43e8-823d-db7f5becfc74

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

George Flint
gflint@gmscfl.com
District Manager

COPIED

Sent: 12/8/2022 8:15:59 AM

Bay Laurel Center Community Development District
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	12/5/2022 3:21:44 PM
Envelope Updated	Security Checked	12/5/2022 3:22:15 PM
Certified Delivered	Security Checked	12/8/2022 8:14:41 AM
Signing Complete	Security Checked	12/8/2022 8:15:57 AM
Completed	Security Checked	12/8/2022 8:15:59 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

SECTION VI

Prepared by and Return to
George Flint
Bay Laurel Community Development District
c/o Governmental Management Services – CF, LLC
219 E. Livingston Street
Orlando, Florida 32801

**STANDARD POTABLE WATER, WASTEWATER
AND RECLAIMED WATER
DEVELOPMENT AGREEMENT (SDA)**

THIS AGREEMENT made and entered into this 2 day of Dec., 2022, by and between Bay Laurel Center Community Development District, hereinafter referred to as “BLC-CDD”, and LS Enterprises Florida, LLC hereinafter referred to as “Property Owner”.

WITNESSETH

WHEREAS, the Property Owner owns property located in Marion County, Florida, and as more fully described in Exhibit “A”, and made a part hereof and hereinafter referred to as the “Property”, whereupon Property Owner has or is about to develop the Property by erecting thereon non-residential improvements and desires to secure the provisions of utility service to the property; and

WHEREAS, in the interest of public health and to encourage the use of central potable water, wastewater and reclaimed water facilities, BLC-CDD desires to enter into this Agreement with Property Owner to provide water, wastewater and reuse water utility services to the Property from the Utility System; and

WHEREAS, Property Owner acknowledges that execution of this Agreement by BLC-CDD does not confer nor grant any land use or zoning approvals for the Property, nor does it assure or guarantee Property Owner that Property Owner has or will be able to obtain land use or zoning approvals for or be able to construct on the Property the number of ERCs for which Property Owner has elected to reserve utility capacity under this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and BLC-CDD hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) “Allowance for Funds Prudently Invested (AFPI)” – the mandatory fee required from all new customers designed to recover the carrying costs of utility system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating, lease, and renewal and replacement expenses necessary to maintain excess system capacity for future use;
 - (b) “Dedicated Easements” - an interest in land owned by another that entitles its holder to a specific limited use;

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- (c) "DEP" - the Florida Department of Environmental Protection.
- (d) "Equivalent Residential Connection (ERC)" – Means a factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose, the ADF of one ERC is deemed to be two hundred fifty (250) gallons per day (GDP) for wastewater service and three hundred fifty (350) GDP for water service.;
- (e) "Point of Service" – The point where the District's pipes, mains or meters are connected with pipes of the customer. Typically, the "Point of Connection" to the District's water system is at the discharge side of the water meter; to the District's wastewater system is at the wastewater cleanout on the customer's property; and to the District's irrigation quality water system at the discharge side of the irrigation quality water meter.
- (f) "Point of Delivery" – The Point of Connection, unless otherwise designated by District;
- (g) "Property" – As defined in Exhibit "A";
- (h) "Service" or "Utility Service" - the provision of water, wastewater and/or reuse water service by BLC-CDD to a customer;
- (i) "Service Initiation" - the request by a new customer for a Utility Service connection;
- (j) "UEP" – the Uniform Extension Policy of BLC-CDD, as may be amended from time to time, which is incorporated herein by reference.
- (k) "UPAP" – the Uniform Extension Policy, Uniform Service Policy, Rate Schedule, and other policies, procedures and tariffs adopted by the BLC-CDD, as may be amended from time to time, which is incorporated herein by reference.
- (l) "USP" - the Uniform Service Policy of BLC-CDD, as may be amended from time to time, which is incorporated herein by reference;

Terms not otherwise defined in this Agreement shall have the meaning set forth in the UPAP and apply unless the context indicates a different meaning. However, it is expressly agreed that in the event of a conflict between the terms and/or provisions of this Agreement and the UPAP, this Agreement shall control.

3. Except as otherwise provided for herein, Property Owner hereby grants and gives to BLC-CDD the exclusive right and privilege to construct, own, maintain, operate and expand the Utility Service facilities in, under, upon, over and across the present and future streets, roads, easements, storm water retention areas, reserved utility sites and public places of the Property as provided and dedicated to utility or public use in the Property's record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats (collectively, the "**Dedicated Easements**").
 - (a) BLC-CDD covenants that it will use due diligence in ascertaining all easement locations; however, should BLC-CDD, or Property Owner as provided below, install any facilities outside the Dedicated Easements, Property Owner covenants and agrees that BLC-CDD shall not be required to move or relocate any facilities lying outside the Dedicated Easements. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which BLC-CDD requests for the maintenance, operation or

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expansion of the Utility Service facilities; that in the event BLC-CDD is required or desires to install any of its Utility Service facilities in lands within the Property lying outside the Dedicated Easements described above, then Property Owner shall grant to BLC-CDD, without cost or expense to BLC-CDD, the necessary easement or easements for such installation; provided, all such installations by BLC-CDD shall be made in such a manner as not to interfere with the then or proposed use of the areas in which the facilities are proposed to be installed.

- (b) Property Owner shall obtain written approval from BLC-CDD prior to installing or constructing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within the easement area. In consideration of BLC-CDD's consent to an encroachment and the sum of One Hundred Dollars (\$100.00) in hand received, Property Owner shall agree to indemnify and hold BLC-CDD harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against BLC-CDD as a result of or in any way connected to an encroachment approved by BLC-CDD. In the event BLC-CDD determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of BLC-CDD at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, BLC-CDD shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by BLC-CDD.
- (c) Property Owner, as additional consideration for this Agreement, and in order to effectuate the foregoing grants to BLC-CDD, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of BLC-CDD:

BLC-CDD, and its successors and assigns, has the sole and exclusive right to provide all potable water, wastewater, and reclaimed water facilities and services to the Property described in Exhibit "A". All owners or occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers or occupants of the Property, or any portion thereof, including common areas, shall exclusively receive their potable water, wastewater and reclaimed/reuse water service from BLC-CDD and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as BLC-CDD provides such services to the property. Further, all owners or occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers or occupants of the property, or any portion thereof, including common areas, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct, install or otherwise make available or use potable water or wastewater service from any source other than that provided by BLC-CDD, and shall not obtain water use permits for the purpose of providing potable water or install potable water wells on the Property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, including common areas, agree that BLC-CDD may require them to purchase and use a volume of reclaimed water equal to or greater than the volume of wastewater discharged from the Property on an equivalent average basis as

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determined by the BLC-CDD. BLC-CDD does not guarantee that any volume of reclaimed water will be available for the Property.

- (d) Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of BLC-CDD to provide the Property with Utility Services, the Property Owner hereby covenants and agrees to have the above covenant included in the Declaration, or general subdivision restrictions if no Declaration, and to place the same of record in the Public Records of Marion County, Florida.
 - (e) Notwithstanding the foregoing restriction, it is expressly agreed that with written consent by BLC-CDD, Property Owner may apply for one or more water supply permits (“**Owner Permits**”) to the Southwest Florida Water Management District (the “**Water Management District**”) solely for (a) the irrigation of common areas and parkways (landscaping) until reclaimed water becomes available from BLC-CDD facilities. At the time reclaimed water becomes available the Property Owner will be required to abandon irrigation wells unless they are utilized as a secondary source in the event reclaimed water is temporarily unavailable, at the sole expense of the Property Owner, any irrigation wells following Federal, State, and Local regulations providing BLC-CDD with documentation and reasonable notice to witness abandonment and make connection to reclaimed water facilities. Property Owner agrees that Owner Permits shall not conflict or interfere with BLC-CDD’s potable water withdrawals for the Utility System pursuant to Water Management District water use permits or permit applications, which includes water use permits or permit applications held or made by OTOW or SCA on behalf of BLC-CDD (“**BLC-CDD Permits**”). Property Owner agrees that it will not submit a permit or permit modification application for an Owner Permit without the prior written approval of BLC-CDD, and that it will not object to BLC-CDD objecting to or intervening in an Owner Permits permit or permit modification application Property Owner consents to BLC-CDD, OTOW and/or SCA as an interested party in any permit application to assure compliance with this provision, and any regulatory proceeding or action pertaining to Owner Permits in the event of any violation of this provision by Property Owner. In the event Property Owner exercises any of the Property Owner Irrigation Options, Property Owner acknowledges that the provisions of the BLC-CDD Backflow & Cross Connection Control Program and FDEP Cross-Connection Control rules and requirements, including, but not limited to, Rule 62-555.360, Florida Administrative Code, as amended from time to time, may apply and require the installation of backflow prevention devices by Property Owner at the sole cost of Property Owner.
4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Property Owner, and subject to availability of capacity at the time of request for service as set forth below, BLC-CDD covenants and agrees that it will allow the connection of the Property Owner’s Facilities, as defined below, installed by Property Owner to the Utility System of BLC-CDD in accordance with the terms and intent of this Agreement and the UPAP. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, DEP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of BLC-CDD.
 5. Upon execution of this Agreement and payment of all applicable fees and charges as set forth on **Exhibit “B”**, BLC-CDD agrees to reserve for Property Owner for use on the Property, (a) potable water capacity of three (3) ERCs, and (b) wastewater capacity of three (3) ERCs for the property, for a term of three (3) years, which term may be extended in accordance with the UPAP, as may be amended from time to time.

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Without limiting the foregoing provisions, it is specifically agreed that: (i) BLC-CDD has sufficient capacity and infrastructure as of the date of execution of this Agreement to reserve and allocate three (3) ERCs of potable water supply to the Property Owner for use on the Property; (ii) BLC-CDD has sufficient capacity and infrastructure as of the date of execution of this Agreement to allocate three (3) ERCs of wastewater service to the Property Owner for use on the Property.

6. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the water, wastewater and reuse water lines, mains, services, valves, pump stations, fire hydrants, and other facilities to be located within the Property (“On-site Systems”), which may include like facilities located outside of the Property (“Off-site Systems”) if said Off-site Systems are necessary to serve development within the Property, and for no other development of any kind whatsoever, together with rights-of-way or private easements dedicated to BLC-CDD for such facilities in accordance with the requirements of the UPAP, unless otherwise provided herein (collectively “Property Owner’s Facilities”). BLC-CDD or its designee will advise Property Owner’s engineer of any sizing requirements as mandated by the UPAP. Such detailed plans and specifications may be limited to a phase of the Property, and subsequent phase plans and specifications may be furnished by Property Owner from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to BLC-CDD concurrent with or prior to submission of plans for the first phase. Notwithstanding any provision in the UPAP to the contrary, it is specifically agreed that the master plan or subsequent plan for the Property Owner’s Facilities, and/or any phase thereof, shall require Property Owner to extend the On-Site Systems along the full length of the road frontage and boundaries of the Property unless said extension is not required by BLC-CDD, at Property Owner’s sole discretion and expense, in conjunction with providing Utility Service for development on the Property by Property Owner. In the event that BLC-CDD determines not to extend the On-Site Systems along the full length of the road frontage and boundaries of the Property, then the Property Owner will dedicate a utility easement by plat or provide a utility easement to BLC-CDD at the time of platting, if requested by BLC-CDD, for future extensions by the BLC-CDD of the Utility Services, provided that the maximum width of any such utility easement shall be twenty (20) feet. The dedication or grant of such utility easement(s) shall otherwise conform to the requirements of Section 3 of this Agreement.
 - (a) All such plans and specifications, including hard copy and electronic media as required by BLC-CDD or its designee shall be subject to the written approval of BLC-CDD and shall conform to BLC-CDD’s standards as set forth in the UPAP, and no construction shall commence until BLC-CDD or its designee has approved such plans and specifications in writing. BLC-CDD shall provide comments to such plans and specifications within forty-five (45) days of submittal by Property Owner. After approval, Property Owner shall cause to be permitted and constructed, at Property Owner’s expense, the Property Owner’s Facilities as shown on the BLC-CDD approved plans and specifications and in compliance with the Marion County Land Development Code and all federal, state and local laws, rules, permits and requirements. All Property Owner’s Facilities shall be constructed in public rights-of-way or private easements in favor of BLC-CDD, as approved by BLC-CDD, meeting the requirements set forth in the UPAP. Plan Application and Review Fees and Inspection Fees, as set forth in the Exhibit “B”, shall be paid by Property Owner to reimburse the cost of BLC-CDD and its designee’s plan application review and inspection.
 - (b) During the construction of the Property Owner’s Facilities by Property Owner, BLC-CDD or its designee may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering

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tests to determine that the Property Owner's Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Such Inspection shall in no way relieve the Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built drawings conforming to the requirements of the BLC-CDD UPAP, including shop drawings, wiring diagrams, and control schematics, in a current AUTOCADD file format and specifications in CSI style format and other form as may be required by BLC-CDD or its designee, signed and sealed by the engineer of record, together with all operation and maintenance manuals for any mechanical and electrical equipment, shall be submitted to BLC-CDD upon completion of construction. Electronic copies of all as-built Property Owner's Facilities shall be developed such that they may be incorporated into a Geographic Information System ("GIS") maintained by the BLC-CDD. It shall be the Property Owner's responsibility to obtain the BLC-CDD's GIS requirements prior to submitting these as-built plans for approval.

- (c) Property Owner hereby agrees to transfer to BLC-CDD, or its designee, title to the Property Owner's Facilities installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by BLC-CDD of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by BLC-CDD, Property Owner shall convey to BLC-CDD, or its designee, by Bill of Sale in a form supplied by BLC-CDD (provided that said form is consistent with the form Bill of Sale generally used and accepted by BLC-CDD for any utility facilities) the Property Owner's Facilities as constructed by Property Owner and approved by BLC-CDD, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the Property Owner's Facilities and prior to receiving a meter(s) from BLC-CDD, Property Owner shall convey to BLC-CDD, or its designee, all easements and/or rights-of-way covering areas in which Property Owner's Facilities are installed by a recordable document in a form supplied by BLC-CDD and reasonably acceptable to Property Owner, and which shall include, but not be limited to, ingress into and egress out of the portion of the Property where the Dedicated Facilities are located. All conveyance of private easements, not including the Dedicated Easements, shall be accompanied by a paid title insurance policy for the benefit of BLC-CDD, or its designee, in a minimum amount of:

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$50,000.00 for a wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the grantor's rights to convey such private easements, and further, evidencing BLC-CDD, or its designee's, right to the continuous enjoyment of such easements for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by BLC-CDD. BLC-CDD's acceptance of the Property Owner's Facilities installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All Property Owner's Facilities shall be located within a private easement in favor of BLC-CDD, or its designee, if not located within the Dedicated Easements.

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- (d) The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be material to the continued performance by BLC-CDD of the terms and conditions of this Agreement. Except as provided below, the construction and transfer of ownership of the Property Owner's Facilities does not and will not result in BLC-CDD waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the Property Owner's Facilities transferred to or owned by BLC-CDD, or its designee.
7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish BLC-CDD with a copy of the recorded deed(s) for the undeveloped and/or unconnected portions of the Property for the purpose of establishing ownership of the same. Any mortgagee or lien holder having an interest in that portion of the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by the BLC-CDD. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the property or that such mortgagees or lien holders have subordinated their interest to the BLC-CDD. The title policy or letter must be issued within thirty (30) days of submittal of the Standard Development Agreement. This Agreement shall be binding on and inure to the benefit of Property Owner, BLC-CDD and their respective successors and assigns.
 8. Property Owner agrees with BLC-CDD that title and ownership of any or all Property Owner's Facilities conveyed to BLC-CDD for use in connection with providing Utility Services to the Property, shall at all times remain in the complete and exclusive ownership of BLC-CDD and any person or entity owning any part of the Property or any building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, BLC-CDD, and its successors and assigns, shall have the exclusive right and privilege to provide Utility Services to the Property and to the occupants of each building constructed thereon.
 9. Notwithstanding any provision in this agreement to the contrary, BLC-CDD may establish, revise, modify and enforce rules, regulations, rates, fees and charges covering the provision of Utility Service to the Property. Such rules, regulations, rates, fees and charges are subject to the approval of BLC-CDD. All rules, regulations, rates, fees, and charges as set forth in the UEP and USP or other BLC-CDD documents, shall be binding upon property owner, upon any other entity holding by, through or under Property Owner, and upon any customer of the utility service provide to the property by BLC-CDD. Said rules, regulations, rates, fees and charges include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee, charge or rate delinquent more than one hundred twenty (120) days will automatically void the Standard Development Agreement.
 10. Property Owner or its assignee shall not have the right to and shall not connect to the Utility System until written approval for such connection has been granted by BLC-CDD. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements on the Property Owner side of the "Point of Service" as defined in the UPAP shall be the sole cost and expense of the Property Owner or third party other than BLC-CDD.
 11. The sale, conveyance, transfer or assignment of this Agreement by the Property Owner shall only be performed in accordance with the provisions of the UEP, USP and this Agreement.

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12. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

If to LS Enterprises, LLC at:

LS Enterprises Florida, LLC
Thad Boyd, President
1720 SE 16th Avenue, Bldg. 200
Ocala, FL 34471
Phone: 352-861-2248

If to BLC-CDD: Bay Laurel Center Community Development District
c/o Governmental Management Services – CF, LLC
Attn: George Flint
219 E Livingston Street
Orlando, Florida 32801
Phone: 407-841-5524
Fax: 407-839-1526
Email: gflint@gmscfl.com

With a copy to: Colen and Wagoner, P.A.
1756 N Belcher Road
Clearwater, FL 33765
727-545-8114

Any party to this Agreement may change its address by providing notice to the other party hereto in the manner provided above, and such change of address shall not require an amendment to this Agreement.

13. The rights, privileges, obligations and covenants of Property Owner and BLC-CDD shall survive the completion of the work of Property Owner with respect to completing the Utility Services facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede and make, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and BLC-CDD, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between the Property Owner and BLC-CDD. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Marion County, Florida.
15. This Agreement and the provisions contained herein shall be construed, governed, and interpreted according to the laws of the State of Florida.
16. The rights, privileges, obligations and covenants of Property Owner and BLC-CDD shall survive the completion of the work of Property Owner with respect to any phase and to the Property as a whole.

RTD

17. The parties to this Agreement have been represented by counsel of their choice in negotiating and executing this Agreement, and, prior to signing same, had ample opportunity to consult with counsel and other advisors regarding the meaning and import of this Agreement. The parties knowingly and voluntarily execute this Agreement fully aware of its legal effect. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other part of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected.
18. Subject to BLC-CDD's prior written approval, which may be withheld within the sole discretion of BLC-CDD and as expressly provided herein, Property Owner shall have the right to assign all or some of the rights and responsibilities contained in this Agreement, to one or more other parties upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof. Property Owner shall furnish BLC-CDD a copy of the assignment and assumption, duly executed by the successor. Property Owner acknowledges that ERC's reserved in this Agreement may not be assigned or transferred for use outside of the Property. No sale, conveyance, transfer or assignment shall be recognized by BLC-CDD until Property Owner furnishes BLC-CDD with a copy of any such partial or complete assignment and assumption of this Agreement duly executed by the successor or assign; however, upon providing the BLC-CDD such a complete or partial assignment and assumption in accordance with the terms of this Section 18, the term, "Property Owner," shall include such assignee and/or successor.
19. BLC-CDD shall have the right to assign or transfer this Agreement, or all or some of the rights and responsibilities contained herein, to one or more other parties without the consent of Property Owner. No such sale, conveyance, transfer or assignment shall be recognized by Property Owner until BLC-CDD furnishes Property Owner with a copy of any partial or complete assignment and assumption of this Agreement duly executed by its successor or assign; however, upon providing the Property Owner such a complete or partial assignment and assumption in accordance with the terms of this Section 19, the term "BLC-CDD" shall include such assignee and/or successor.
20. Time is of the essence to the lawful performance of the duties and obligations contained in this Agreement.
21. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.
22. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.
23. This Agreement shall become effective upon the date of execution hereof by the authorized representatives of the parties.
24. BLC-CDD shall use its best efforts to provide water and wastewater capacity for the Property in accordance with Property Owner's development time schedule. Property Owner acknowledges that due to environmental permitting, public procurement processes and construction schedules, the timing of provision of capacity to the Property cannot be guaranteed by BLC-CDD. BLC-CDD shall not be responsible for any damages, direct or indirect, incurred by, arising out of or related to BLC-CDD's inability to provide capacity to the Property in accordance with Property Owner's development time



schedule. In the event that performance of this Agreement by either party is delayed, prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, terrorism, riot, radical or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of essential utility facilities, governmental rules or acts or orders or restrictions or regulations of requirements, act, action or inaction of any government or public or governmental authority or commission or board or agency or agent or official officer with the exception of BLC-CDD and its officers or board members, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order with the exception of those adopted or enacted by BLC-CDD, any order, decree or judgment or restraining order or injunction of any court of competent jurisdiction, said party shall not be liable for such non-performance and the time frames for performance shall be extended accordingly.

25. Special Conditions Relating to Water and Wastewater Utility Facilities and Service:

(a) Property Owner acknowledges and agrees that the Property shall be subject to the water conservation requirements of the current Marion County Land Development Code (LDC) minimum requirements and the Florida Friendly Landscaping Practices for all customers utilizing the District's potable water and/or irrigation quality water systems for irrigation purposes. The landscaping and irrigation systems shall be designed, constructed, and operated in accordance with these specifications as outlined in "The Florida Yards & Neighborhoods Handbook – 2015" and "The Florida Friendly Landscaping™ Guide to Plant Selection & Landscape Design", and such other more restrictive requirements as may be imposed by the applicable regulatory agencies or the BLC-CDD.

(b) Property Owner acknowledges and agrees that the facilities shall be constructed Florida Water Star™ (FWS) Silver Standards. FWS is a water conservation certification program for new residential and commercial construction. The program encourages water efficiency in appliances, plumbing fixtures, irrigation systems, and landscapes and includes indoor water saving features such as high-efficiency toilets, showerheads, and faucets. Outdoor water-saving landscape designs include plants specifically selected for their environment, reduced high volume irrigation, and micro-irrigation in plant beds. At the completion of construction and prior to activation of service an inspection shall be conducted by an independent third-party contractor certified by the FWS program to provide such inspections and documentation provided to BLC-CDD certifying the facilities.

26. Both parties agree that if either party has failed to perform any act or obligation required under this Agreement, then the non-defaulting party shall first provide written notice of default to the defaulting party and the defaulting party shall have thirty (30) days thereafter to correct or cure the default. If said default is not cured within said thirty (30) day period, then the non-defaulting party may thereafter exercise any remedy provided in this Agreement or that may otherwise be allowed under Florida law.

R.D

IN WITNESS WHEREOF, Property Owner and BLC-CDD have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

Signature: K. Freyman

By (Signature): [Signature] as Chair

Print Name: Kathryn Freyman

Print Name: Kenneth D. Colen, Chairman

Signature: Keistin Finger

Title: Chairman

Print Name: Keistin Finger

STATE OF FLORIDA
COUNTY OF Manion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of December, 2022, by Kenneth D. Colen as Chairman of BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, on behalf of said district.



[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X

Produced Identification: _____

WITNESSES:

Signature: [Signature]

Print Name: Dee Ann Harris

Signature: [Signature]

Print Name: Sally J. Altman

LS Enterprises Florida, LLC:

By (Signature): [Signature]

Print Name: Roy T. Boyd
Its: _____

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of December, 2022, by R. Todd Boyd III as member of LS Enterprises, LLC, an authorized representative of said corporation.

[Signature]
(Signature of Notary Public - State of Florida)



DEE ANN HARRIS
Commission # HH 314492
Expires September 27, 2026

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known

Produced Identification: _____

EXHIBIT "A" LEGAL DESCRIPTION

The North 172.00 feet of the West 253.26 feet of the NW ¼ of Section 7 Township 16 South, Range 21 East, Marion County, Florida.

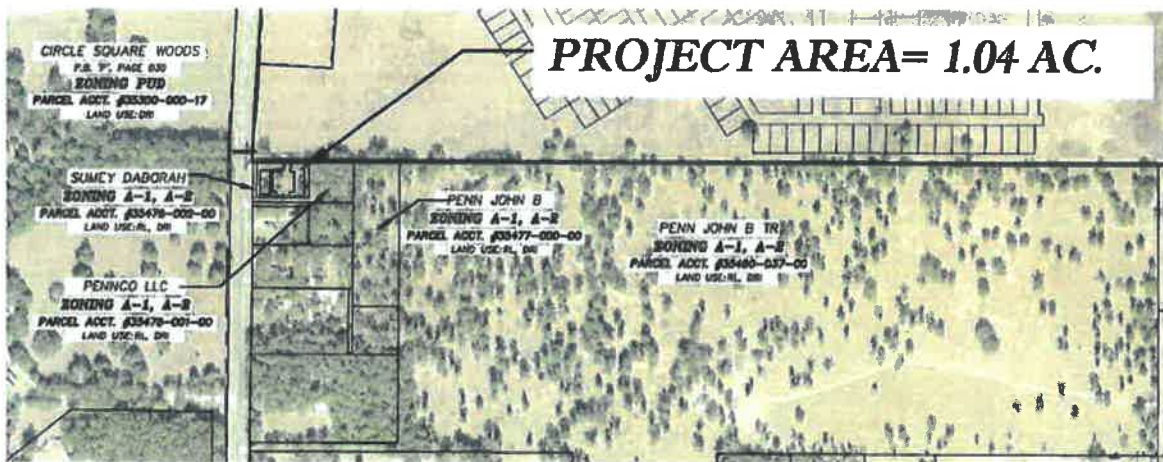


EXHIBIT "B"- SCHEDULE OF FEES

AFPI Charges			
Service	AFPI (per ERC)	ERCs	TOTAL
Water	\$1,576.00	3	\$4,728.00*
Wastewater	\$2,434.00	3	\$7,302.00

DOCUMENT RECORDING FEE:

DUE UPON EXECUTION OF AGREEMENT (\$10 first page/\$8.50 additional) \$171.50

PLAN APPLICATION AND REVIEW FEE

ACTUAL COST INCURRED BY BLC-CDD PAYABLE PRIOR TO REGULATORY SIGN-OFF \$300.00

INSPECTION FEES

(2% OF THE PROPERTY OWNER'S ENGINEER'S CERTIFIED CONSTRUCTION COST ESTIMATE PAYABLE PRIOR TO REGULATORY SIGN OFF) TBD

ADMINISTRATION FEE:

ACTUAL COST OF LEGAL, ENGINEERING AND ADMINISTRATIVE SERVICES FOR PREPARATION AND ADMINISTRATION OF AGREEMENT PAYABLE PRIOR TO INITIAL METER INSTALLATION REQUEST (MINIMUM OF \$1,500 DUE UPON EXECUTION OF AGREEMENT) \$1,500.00

WATER METER

DUE UPON METER INSTALLATION REQUEST BY EACH CUSTOMER BASED ON METER SIZE TBD

BACK FLOW DEVICE

DUE UPON METER INSTALLATION REQUEST BASED ON DEVICE REQUIREMENT TBD

WATER SECURITY DEPOSIT

DUE UPON METER INSTALLATION REQUEST BY EACH CUSTOMER BASED ON SERVICE CLASS TBD

WASTE WATER SECURITY DEPOSIT

DUE UPON SERVICE INITIATION REQUEST BY EACH CUSTOMER BASED ON SERVICE CLASS TBD

TOTAL DUE UPON EXECUTION OF AGREEMENT \$ 14,001.50

"TBD" means that these amounts will be determined and paid in the future when new connections are sought by Property Owner in accordance with the BLC-CDD adopted rate schedule then in effect at the time of the connection request.

* Irrigation ERC's have not been determined due to the irrigation and landscaping plans not submitted to date. Additional costs will follow upon determination of ERC's

SECTION VII



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

November 17, 2022

Bay Laurel Center Community Development District
c/o Governmental Management Services- Tampa, LLC
4648 Eagle Falls Place
Tampa, Florida 33619

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to Bay Laurel Center Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$38,970,000 Bay Laurel Center Community Development District (Marion County, Florida) Water and Sewer Revenue Bonds, Series 2011

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the bond year ending October 11, 2023, is \$550, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Bay Laurel Center Community Development
District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____