Agenda Page #1

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

JANUARY 29, 2020

January 22, 2020

Board of Supervisors Concorde Estates Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Concorde Estates Community Development District is **scheduled to be held on Wednesday, January 29, 2020 at 4:00 p.m**. in the Concorde Estates Clubhouse, 3151 Georgian Bay Lane, Kissimmee, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Public Comments on Agenda Items (limited to 3 mins)
- 4. Public Hearing Regarding Rules of Procedure
 - A. Resolution 2020-3 Adopting Rules of Procedure
- 5. Staff Report Site/Field Manager's Report
 - A. Monthly Field Manager's Report
 - B. Alligator Sign Proposals
 - **C.** Capital Land Proposals
 - D. Inframark Stormwater Pond Maintenance & Repairs Proposal
 - E. Inframark Field Services Proposals

6. Engineer's Report

A. Proposals for Shoreline Clean up and Ongoing Maintenance

7. Attorney's Report

- A. Draft Special Assessments Collection Policy
- B. Update on Chapter 2019-15, Fla. Stat. (CS for SB 7-14) Auditing Requirements
- C. Update on Duval Offset Matter
- **D.** Update on Foreclosure Process
- E. Other

8. District Manager's Report

- A. Consent Agenda
 - i. Minutes of the December 18, 2019 Meeting
 - ii. Financial Statements
- B. Ratification of Chair Authorized Expenses Between Meetings
- 9. Supervisors' Requests and Comments
- 10. Audience Comments
- 11. Adjournment

Enclosed are attachments available for the above agenda. Additional items may be provided under separate cover when they become available or they will be distributed at the meeting.

The balance of the agenda is routine in nature and staff will present and discuss their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely, Krísten Suít Kristen Suit, District Manager

Fourth Order of Business

4A.

RESOLUTION 2020-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF ADOPTING RECREATION FACILITY USAGE AND ADMINISTRATIVE RULES; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

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

WHEREAS, the Board of Supervisors of the Concorde Estates Community Development District is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the District wishes to adopt recreational facility usage and administrative rules as attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Concorde Estates Community Development District as follows:

- 1. The above recitals are true and correct and incorporated herein by reference.
- **2.** District Staff has provided notice to the general public in accordance with Section 120.54, Florida Statutes, and scheduled a Public Hearing before the Board of Supervisors.
- **3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **4.** The Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

ADOPTED this 29th day of January, 2020

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

Victor Cruz Board of Supervisors, Chairman

ATTEST:

Kristen Suit District Manager

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EXHIBIT A ARTICLES

- ARTICLE I: DEFINITIONS
- ARTICLE II: CONCORDE ESTATES FEE STRUCTURE
- ARTICLE III: GENERAL FACILITY PROVISIONS GOVERNING DISTRICT FACILITIES
- ARTICLE IV: LOSS OR DESTRUCTION OF PROPERTY
- ARTICLE V: ACCESS CARDS
- ARTICLE VI: GENERAL SWIMMING POOL FACILITY RULES
- ARTICLE VII: TENNIS FACILITY RULES
- ARTICLE VIII: PLAYGROUND RULES
- ARTICLE IX: SAND VOLLEYBALL, SOCCER, AND BASKETBALL COURT RULES
- ARTICLE X: FITNESS CENTER RULES
- ARTICLE XI: LAKE, POND AND BRIDGE RULES
- ARTICLE XII: DISTRICT PARKS AND DOG PARKS RULES
- ARTICLE XIII: FACILITY RENTAL RULES
- ARTICLE XIV: SPECIAL EVENT APPLICATION PROCESS
- ARTICLE XV: USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS
- ARTICLE XVI: EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES

LIST OF APPENDICES

- APPENDIX I: DISTRICT FACILITY MAPS & PLANS
- APPENDIX II: ACCESS CARD REGISTRATION FORM
- APPENDIX III: FACILITY USAGE APPLICATION (PERSONAL)
- APPENDIX IV: FACILITY USAGE APPLICATION (COMPANY)

ARTICLE I DEFINITIONS

a. General Use

Any use of any of the District maintained Recreation Facilities defined in Article I(i).

b. Special Event

Any Event held on District Property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of said Property. Examples of special events are available in Article XIV(c). The terms "Special Event" and "Event" are used interchangeably throughout this document to refer to such Special Events as defined in this section.

c. Organizer

The individual, entity, organization, or company in charge of an event.

d. District

The Concorde Estates Community Development District (or "CDD")

e. District Facility Center

The District clubhouse located at 3151 Georgian Bay Lane, Kissimmee, FL 34746.

f. District Office

The office of the District Manager located at 313 Campus Street, Celebration, FL 34747. Phone number: 407-566-4378. Email Address: admin@concordeestatescdd.org.

g. District Manager

The person(s) or entity contracted by the District who manages the works of the District.

h. District Board of Supervisors

The governing body of the CDD with those general and specific powers set for in Sections 190.011 and 190.012, Florida Statutes.

i. District Recreation Facilities

The Recreation Facilities maintained by the District, which include but are not limited to those parks and other facilities defined in Articles VI, VII, VIII, IX, X, XI, XII and XIII and as set forth on the Appendix I maps.

j. District Swimming Pool Facility

The District maintained Swimming Facility, as set forth on the Appendix I maps (also available at Concordeestatescdd.org/index.php/documents).

k. Facility Center Staff

The onsite attendant of the District Facility Center. Facility Center Staff is charged with registering families and guests for District Facility access. Telephone: 407-449-4687. Email: <u>clubhousemanager@outlook.com</u>

I. District Resident

- 1. A Property Owner who currently resides in his or her home within the boundary of the District.
- 2. A Property Owner who has elected to declare residency outside the boundaries of the District, but who also owns within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;
- 3. A Long-term Renter/Leasee occupying a residence inside the boundaries of the District; and
- 4. District Residents children under the age of 18.

District Resident, as used in these Rules for Concorde Estates CDD, shall mean any person with Privileges to use any District Facilities, if such Privileges are not suspended or terminated.

m. Family

A group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

n. Guest

Any person(s) who are invited and accompanied for the day by a District Resident to participate in the use of the District Facilities.

o. Non-District Owner

A property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

p. Non-Resident User

A person who does not own or rent property with the boundaries of the District and does not pay non-ad valorem special assessments levied against property with the District, but who has paid the fee required by these rules in order to access the District Facilities. Once the fees are paid a Non-Resident User has the same rights and obligations, under these rules, as a District Resident.

q. Child Guardian

A person who is not a resident of the District, who is at least eighteen (18) years of age, and who has been designated as a Guardian for one or more District Resident children who are under the age of thirteen (13) as evidenced by an executed a notarized Guardianship Power of Attorney form.

r. Short-term Renter

A person who rents or leases a home from a Non-District Owner for a period less than twelve (12) months.

s. Long-term Renter/Leasee

A District Resident who does not own property within the District but rents or leases a home from a Non-District Owner for period not less than twelve (12) months.

t. Lease agreement

A written contract granting use or occupation of property during a specified period in exchange for a specified rent.

ARTICLE II CONCORDE ESTATES FEE STRUCTURE

- **a.** The annual access fee for a Non-Resident is \$3,500.00. This fee must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This Fee will cover access to all District Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual access fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the District Facilities; such increase may not exceed ten percent (10%) per year. This access is not available for commercial purposes.
- **b.** District Residents shall register with the Facility Manager in order to received two (2) access cards and a wrist band for each member of the family and four (4) guest wristbands. Anyone at the pool not wearing a wrist band will be asked to leave the Pool Facility.
- c. All Guests shall register with the Facilities Manager.
- **d.** All persons renting or leasing a residential unit from a District Resident in the District are responsible for obtaining Facility Access Cards from the unit owner or Facility Staff. Renters/leasees will not be issued additional Facility Access Cards or wristbands.
- **e.** The owner or renter/lease of the unit is responsible for returning the cards and wristbands once the lease agreement has ended with the renter.

ARTICLE III GENERAL FACILITY RULES

a. District Residents, Guests, Non-Residents, and Renters/leasees of residential units within the District must present their access cards, wristbands, and register upon entering the District Facility Center.

- **b.** Children under thirteen (13) years of age must always be accompanied by a parent, Guardian or Adult Guest in the District Facility Center. For the Pool and Fitness Center, children under sixteen (16) years of age must always be accompanied by a parent, Guardian, or Adult Guest.
- **c.** The District Facility Center's hours of operation will be established and posted by the District depending upon the season of the year and other circumstances.
- **d.** The sale, consumption, possession, or distribution of alcoholic beverages at special events is prohibited without the prior approval of the District Board of Supervisors (request must be presented to the District Manager in advance of the scheduled meeting of the Board of Supervisors). The granting of this request is contingent upon proof of event insurance maintained and held by the applicant with the District being named as an additional insured on such policy of insurance.

The applicant for the special event is required to hire or contract with a licensed and insured vendor of alcoholic beverages for purposes of distributing or selling alcoholic beverages at the event. Proof of such insurance and satisfaction of such other required conditions shall be provided to the District Manager's office prior to the scheduled event.

Notwithstanding the above, the consumption and possession of alcoholic beverages by individuals of legal age at the District Facility Center is not prohibited; however, such individuals are responsible for their actions.

e. Dogs and all other pets, including emotional support animals (with the exception of Service Animals as defined by Florida law and the Federal Americans with Disabilities Act ("ADA")) are not permitted within the District Facility Center.

In those areas where dogs are permitted, all dogs shall be leashed at all times. Resident Owners and Guests are responsible for picking up after all pets and properly disposing of any pet waste.

- **f.** Vehicles shall be parked in designated parking areas only. Vehicles shall not be parked on CDD facilities or in any manner which disrupts the normal flow of traffic. See Appendix I Map of permitted parking areas.
- g. Fireworks of any kind are not permitted on District Facilities.
- **h.** No District Resident, visitor or Guest is permitted in the service areas of the District Center Facility without the permission of the Facilities Manager.
- **i.** Smoking and the use of any tobacco products is prohibited within the District Facilities, unless in a designated area.
- **j.** Guests shall be registered and accompanied by a District Resident before entering the District Facility Center.

- **k.** Disregard for any of the District rules may result in expulsion and/or suspension from the facility and termination of privileges for District Residents and Guests. Please see Article XVI of these rules for further information.
- I. Glass and other breakable items are not permitted within District Facilities.
- m. District Residents and Guests shall treat all District Facilities staff with courtesy and respect.
- n. Skateboarding is not permitted within any District Facilities.
- **o.** Other than the streets and roadways designed for travel by the public, no vehicular traffic is permitted within any District Facility.
- **p.** No person shall be allowed inside the District Facilities in a wet swimsuit or wet clothing.
- q. No person shall be allowed inside the District Facilities unless fully clothed.
- r. Swimming is prohibited in all District-maintained ponds.
- s. No watercraft of any kind is allowed in any of the District-maintained ponds.
- t. Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted 30 minutes after sunrise to 30 minutes before sunset. It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- **u.** General hours of operation for all facilities, except the Fitness Center, are 30 minutes after sunrise to 30 minutes before sunset. Fitness Center hours are posted.
- v. Continued violation of any District rule will result in immediate reporting to law enforcement.
- **w.** Unauthorized use of District Facilities may result in a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.
- x. Enforcement and Penalties pursuant to Section 190.041, Florida Statues, the Board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these.
- y. District Facility access may be suspended, and all access cards or wristbands of a family deactivated for misuse/abuse of any District Facility, not following these rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.) At the discretion of the District Manager, Access Cards of the offending parties may be

deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days with the removal of wristbands.

ARTICLES IV LOSS OR DESTRUCTION OF PROPERTY

- **a.** Each District Resident and each Guest as a condition of invitation to the premises of the District Facilities assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District Facilities.
- **b.** No person shall remove from District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.
- **c.** District Residents shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members.
- **d.** The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

ARTICLE V ACCESS CARDS AND WRISTBANDS

- **a.** In order to use the District Swimming Pool or Fitness Facilities an Access Card and wristband must be obtained by proving District Resident status and completing a Concorde Estates CDD Access Card Registration Form (Appendix II), which may be obtained through the Facilities Manager.
- **b.** District Residents in Concorde Estates shall be entitled to two (2) access cards, plus a wristband for each member of the family and four (4) guest wristbands. Anyone at the pool not wearing a wrist band will be asked to leave the Pool Facility.
- **c.** Resident Renters/leasees shall pay \$50.00 for an Access Card, and upon the start of each successive lease renewal period and shall bring the lease renewal to the Facility Manager. Renters shall follow Art. V (g) to prove their status. The Access card will last as long as the lease period, if a subsequent lease is entered into, the new lease must be provided to the Facility Manager.
 - 1. Long Term renters shall obtain an access card. Long Term renters must come get the card renewed upon lease renewal.
 - 2. Short Term renters shall obtain an access card which include the property management company's title on the card.
- d. Replacement Access Cards are \$50.00 each. Cost to replace wristbands are \$50.00 each.

- e. Proof of Personal Identity, plus Proof of either homeownership or Renter status within Concorde Estates, must be provided in order to receive an Access Card.
- **f.** Proof of Personal Identity, for a District Resident, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or an Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph. Proof of Ownership within the District shall require at least one of the items below:
 - 1. Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District;
 - 2. Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
 - 3. Other suitable proof of home-Ownership.
- **g.** Proof of Long-Term Renter-Status within the District shall require:
 - 1. A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter; and
 - 2. A copy of the Rental Lease Agreement showing the name of the Renter denoting proof of address within the District; and
 - 3. At least one of the items below:
 - i. Current utility bill with name of Renter denoting proof of address within the boundaries of the District;
 - ii. Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
 - iii. Other suitable proof of Renter address and current lease status.
- h. Property Owners utilizing property for short term rentals must provide access cards and guest wristbands to their guests. If a Property Owner is using a management company to facilitate the access cards, the District requires a copy of the management agreement be provided to the Facility Manager.
 - 1. Access Cards must be obtained from the Facility Manager during regular business hours.
 - 2. Property Owners renting short-term or through a management company shall contact the Facility Manager to let them know they have short-term renters that are staying in the home and provide the duration of stay.
- **i.** The District Manager or Facilities Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- **j.** A person who is acting as Guardian for one or more Families at any given time may be issued one (1) Restricted Access Card upon payment of a non-refundable fee of \$10.00 under the following conditions:
 - 1. An Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance and shall be subject to the suspension provisions of Article III, Section (y);
 - 2. A Child Guardian who is being issued an Access Card must be at least

eighteen (18) years of age; and

- 3. Child Guardians shall be permitted access to the District Swimming Pool Facility only while accompanied by one or more of the children for whom they are acting as Guardian.
- **k.** All Access Card and wristbands are CDD property and are non-transferable. District Residents are not allowed to sell their access card or wristbands.

ARTICLE VI GENERAL SWIMMING POOL FACILITY RULES

- **a.** The District Swimming Pool Facility is an unattended facility and persons using the District Swimming Pool Facility do so at their own risk.
- **b.** The District Swimming Pool Facility must be maintained in a neat, clean, and sanitary condition pursuant to Florida law. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- **c.** All District Residents must register upon entry of the pool area. At any given time, a District Resident may be accompanied by up to four (4) guests at the District Swimming Pool Facility per household. All District Residents and guest must wear their wristbands at all times. All guests must be accompanied by a District Resident with an access card.
- **d.** Children under sixteen (16) years of age must be accompanied by a Parent or Adult District Resident at all times for usage of the District Swimming Pool Facility.
- e. Radios, televisions, and speakers are prohibited in the District Swimming Pool Facility.
- **f.** Swimming is permitted only during designated hours, as posted at the District Swimming Pool Facility. Unless otherwise posted, swimming is only permitted from thirty (30) minutes after sunrise to 30 minutes before sunset. Night swimming is prohibited by the Florida Department of Health unless lighting is provided as approved by the jurisdictional building department. The Facility Manager may not be present at all times. District Residents and their guests swim at their own risk. The District Swimming Pool Facility may be closed for various periods of time to facilitate maintenance and keep it up to health code.
- **g.** Showering is required before entering the District Swimming Pool Facility and splash pad.
- **h.** Glass bottles or other glass containers are strictly prohibited in the District Swimming Pool Facility.

- i. Children who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper within the District Swimming Pool Facility to reduce the health risks associated with human waste in the District Swimming Pool Facility. Parents should take their children to the restroom before entering the pool. If contamination from human feces occurs, the District Swimming Pool Facility shall be closed.
- **j.** Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Facility Manager approval prior to use. The Facility Manager reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the District Swimming Pool Facility or if the equipment poses a safety concern.
- **k.** Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted within the District Swimming Pool Facility.
- **1.** Any person swimming during non-posted swimming hours may be suspended from using the facility, deactivation of his or her Access Card and/ or a charge of Trespass. Guests must be registered and accompanied by a District Resident before entering the District Swimming Pool Facility.
- **j.** Proper swim attire must be worn in the pool District Swimming Pool Facility at all times and footwear is prohibited inside the pool.
- **k.** No chewing gum is permitted in the District Swimming Pool Facility.
- **I.** Alcoholic beverages are not permitted in or around the District Swimming Pool Facility.
- **m.** No diving, jumping, pushing, running or other horseplay is allowed in the District Swimming Pool Facility.
- **n.** No one shall pollute the District Swimming Pool Facility. Anyone who does pollute the District Swimming Pool Facility is liable for any costs incurred in treating, cleaning and reopening the pool District Swimming Pool Facility.
- o. Radio controlled watercraft are not allowed in the District Swimming Pool Facility.
- **p.** District Swimming Pool Facility entrances must be kept clear at all times.
- q. Food and beverages are prohibited in the District Pool Facility.
- **r.** Furniture is not to be removed from the District Swimming Pool Facility.
- **s.** Loud, profane, obscene or abusive language is absolutely prohibited in the District Swimming Pool Facility.
- t. The District Swimming Pool Facility shall be considered closed upon any signs of lightning or thunderstorms until such storm(s) have left the area.

ARTICLE VII TENNIS FACILITY RULES

- **a.** The Tennis Facility is an unattended facility and persons using the facility do so at their own risk.
- **b.** All District Residents and Non-Resident guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and of the Concorde Estates Community Development District governing the District Facilities. Disregard or violation of the District's policies and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges. Guests may use the Tennis Facility if accompanied by an adult District Resident.
- **c.** The Concorde Estates Tennis Facility is available for use by District Residents during normal operating hours which are posted. Courts in this facility may not be rented.
- **d.** Proper tennis shoes and attire are required at all times while on the court. No cutoffs, swimsuits, jeans, tank tops, or black soled shoes.
- e. District Residents may reserve a tennis court by contacting the Facilities Manager. Reservations may be made up to a week in advance for a period of up to two (2) hours. Only one (1) reservation may be held by a District Resident at any given time. If the Resident Owner is twenty (20) minutes late for their reservation, the reservation shall be forfeited. When not subject to a reservation, the tennis court is available on a first come, first serve basis. It is recommended that persons desiring to use the tennis court check with the Facility Manager to verify availability. Use of a tennis court is limited to one (1) hour when others are waiting unless the court is being used pursuant to a reservation discussed above.
- **f.** Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- **g.** The Tennis Facility is for the play of tennis only. Pets Animals, roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facility.
- **h.** Beverages are permitted at the Tennis Facility if contained in non-breakable containers with sealed lids. No glass containers are permitted within the Tennis Facility. Alcoholic beverages are not permitted within the Tennis Facility.
- i. No chairs other than those provided by the District are permitted within the Tennis Facility.
- **j.** All users of the tennis facility must follow instruction given by Facilities Manager. Violators are subject to ejection and suspension from the facilities, per provisions of Article III, Section (y).

ARTICLE VIII PLAYGROUND RULES

- **a.** No roughhousing on the playgrounds.
- **b.** District Residents and Guests using the Playground Facilities must clean up all trash. Glass containers are strictly prohibited within the Playground Facilities.
- **c.** Use of the playground may be limited from time to time due to a sponsored event, which must be approved by the District Manager or Facility Manager.
- **d.** The use of profanity or disruptive behavior is prohibited.
- e. Alcoholic beverages are not permitted in the Playground Facilities.
- **f.** Animals, roller blades, bikes, skates, skateboards, and scooters are prohibited in the Playground Facilities. Service animals are permitted as authorized by Florida law.
- **g.** All users of the playground facility must follow instruction given by the District Manager. Violators are subject to ejection and suspension from the facilities, per provisions of Article III, Section (y).

ARTICLE IX SAND VOLLEYBALL AND SOCCER FACILITY RULES

- **a.** The Sand Volleyball and Soccer Facilities ("SVS Facilities") are generally available for use during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see Article XIV for Event scheduling policies). Use of the SVS Facilities may be subject to Special Event fees and charges, as set forth in Article XIV and Article XV.
- **b.** Users must follow the procedure set forth in Article XIV to reserve an SVS Facility for a "Special Event," as that term is defined herein. Users wishing to reserve any of the SVS Facilities for an Event must provide a Security Deposit, as set forth in Article XV(i).
- **c.** All participants shall adhere to published District rules and local, state, and federal laws. Access privileges may be suspended for not following the and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.) per the provisions and penalties of Article III, Section (y).
- **d.** Use of the SVS Facilities is permitted only from dawn to dusk, which allows for seasonal adjustment.
- e. Any person using an SVS Facility outside hours of operation may be suspended indefinitely from using all of the facilities, per provisions of Article XVI.

- **f.** The use of profanity or disruptive behavior is prohibited.
- g. The Volleyball Facility is for the play of volleyball only.
- **h.** Beverages are permitted at the Volleyball Facility if they are contained in non-breakable containers with sealed lids. No alcohol, tobacco, or glass containers are permitted on the premises of any SVS Facility shown on the Appendix I maps during any scheduled Event.
- i. No chairs, other than those provided by the District, are permitted on the volleyball courts.
- **j.** Children under the age of thirteen (13) are not allowed to use the Volleyball Facility unless accompanied by an adult District Resident.
- k. District Residents and Guests using the Volleyball Facility must clean up all trash.
- I. Scaling, jumping, or climbing upon any SVS Facility equipment or structures is prohibited.
- **m.** Users of SVS Facilities agree to be responsible for all damages to the facilities incident to their use of the SVS Facilities. The District may inspect the subject premises at any time, as set forth in Article XV Section (c).
- **n.** A User organizing activities on any SVS Facility is responsible for ensuring that all participants are aware of the rules established by the District for use of District SVS Facilities. The organizing User is responsible for any and all damage to buildings, grounds, fields, and equipment caused by participants and attendees. If the User's activity on any SVS Facility is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the user's event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
- **o.** Any property left on any SVS Facility shall, after a period of ten (10) days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

ARTICLE X FITNESS CENTER RULES

- **a.** Please note the District Fitness Center is an unattended facility and persons using the facility do so at their own risk. District Fitness Center Staff are not present to provide Personal Training or Exercise Consultation to District Residents or Guests. Persons interested in using the District Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.
- **b.** Prior to entering the District Fitness Center, persons are required to register with Facility Staff.

- **c.** All District Residents and Guests using the District Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and of the District governing the District Center Facilities. Any disregard or violation of the District's policies and misuse or destruction of District Fitness Center equipment may result in the suspension or termination of District Center privileges.
- **d.** The District Fitness Center is available for use by District Residents and their Guests during normal operating hours to be established and posted by the District.
- e. District Residents and Guests sixteen (16+) years of age and older are permitted to use the District Fitness Center during designated operating hours. District Residents thirteen (13) years of age to fifteen (15) must be accompanied and supervised by an adult. No children under the age of thirteen (13) are allowed in the District Fitness Centers at any time.
- **f.** Food (including chewing gum) is not permitted within the District Fitness Center. Water, however, is permitted in the District Fitness Center Facility if contained in a non-breakable container with a sealed lid. Alcoholic beverages are not permitted. Smoking is not permitted in the District Fitness Center Facility.
- **g.** Appropriate attire and footwear (covering the entire foot; i.e. NO sandals or flip-flops) must be worn at all times in the District Fitness Center Facility. Appropriate attire includes t-shirts, shorts, leotards, and/or sweat suits (no jeans or wet swimsuits).
- h. All fitness equipment shall be wiped clean after each use.
- i. Fitness equipment shall not be removed from its location.
- **j.** Hand chalk is not permitted to be used in the District Fitness Center.
- **k.** Radios, tape players, CD players, speakers or other similar devices are not permitted unless they are personal units equipped with headphones.
- **1.** No bags, gear, or jackets are permitted on the floor of the District Fitness Center or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- **m.** Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets of using gym equipment.
- **n.** Please be respectful of others. Allow other District Residents and Guests to also use equipment, especially the cardiovascular equipment.
- **o.** Weights shall be returned to their proper location after use.

- **p.** Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- **q.** Lift at your own risk. If in doubt, please consult your doctor prior to using any fitness equipment.

ARTICLE XI LAKE, POND, AND BRIDGE RULES

- **a.** Swimming and boating is prohibited in all lakes and ponds within the boundaries of the District.
- **b.** Jumping or diving from the bridge located near the District Facility Center is prohibited at all times. Swimming will only be permitted at the Concorde Estates Swimming Pool Facility. This is for the safety of District Residents and their Guests and the legal protection of the District.
- c. District Residents and their Guests may fish in the lakes within the District (the "Lakes"). Fishing is NOT permitted from private property without the permission of the owner of such property. District Residents and their Guests fishing in the Lakes shall remove and properly dispose of all garbage, fishing line, hooks and other waste. We ask that you respect your fellow landowners and access the Lakes through the proper access points. No watercraft of any kind is allowed in the Lakes.
- **d.** Concorde Estates CDD has a strict catch-and-release policy for all fish and any other aquatic wildlife caught in the Lakes, requiring that any fish or other aquatic wildlife caught be immediately returned to the Lake from which it was caught. The purpose of the Lakes is to facilitate the District's natural water system for run off and overflow. The Lakes are not up to State code for keeping your catch, so please protect yourself and our fish population and return them to the water.
- e. Violations of these policies will be reported to local authorities.

ARTICLE XII DISTRICT PARKS AND DOG PARK RULES

- **a.** All District Residents and their Guests must observe the rules listed below. Failure to follow the rules may result in a trespass warning The District may close any park if public safety is threatened by any activity on the premises.
- **b.** Park hours of operation are daily from dawn to dusk, or as otherwise posted.
- c. Children under the age of thirteen (13) shall be directly supervised by an adult.
- **d.** Pets must be restrained on a leash at all times. Attendees must clean-up after the animals.

- e. Loitering and soliciting are prohibited.
- f. Alcoholic beverages and other controlled substances are prohibited.
- g. Motorized vehicles are prohibited except in designated parking areas and roadways.
- **h.** No motor vehicles shall be left at the park after the posted hours of operation.
- i. Rollerblades, skateboards, and bicycles are permitted on sidewalks only.
- **j.** All trash shall be disposed of in designated waste receptacles.
- **k.** Parks are reserved on a first come, first-serve basis. Certain restrictions may apply. Only certain Parks within the CDD are available for reservation by a District Resident.
- I. Bounce houses are allowed only when rented from a licensed vendor. Bounce houses must be operated by generator and not by CDD's electrical outlets. [Prior to the rental, the vendor must provide the CDD with the Additional Insured Certificate for general liability in the amount of \$1,000,000.00. Residents must bring a copy of their rental agreement on the day of bounce house rental.]
- **m.** Petting zoos, pony rides, carnival rides and other amusement rentals other than bounce houses are prohibited on District property.
- **n.** Excessive noise or unruly behavior may result in the loss of park privileges. D.J. music and live bands are not permitted. iPods or radio music must be maintained within acceptable levels at all times as determined by the District Manager.
- **o.** The CDD does not provide cleaning for your event. Please be sure to clean up after your function to avoid all or a portion of the security deposit being forfeited.
- **p.** Food and beverages may only be served, not sold.
- q. Open flames and candles are prohibited in all rental facilities.
- **r.** The throwing of rice, birdseed and confetti is prohibited.
- s. Commercial or personal tents are prohibited in District Park Facilities.
- **t.** Access to the Dog Parks is limited to District Residents and their Guests and subject to the follow restrictions:
 - 1. Handlers acting alone must be thirteen (13) years of age or older;
 - 2. The maximum number of dogs per handler is six (6);

- 3. No unvaccinated dogs are permitted in an off-leash dog park area;
- 4. No female dog in heat is allowed inside, or in close proximity to any dog entering or exiting, an off-leash dog park area;
- 5. Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted;
- 6. Handlers are responsible for any injuries or property damage caused by the dog(s) under their control;
- 7. Handlers must fill in all holes dug up by the dog(s) under their control;
- 8. Children younger than thirteen (13) years of age must be supervised by an adult while within the confines of an off-leash dog park;
- 9. No smoking, alcoholic beverage, or glass container of any kind is permitted in an offleash dog park area;
- 10. No food is permitted in an off-leash dog park area, except for training treats; and
- 11. Hanging objects of any kind on the fences surrounding a dog park or any structure within a dog park is prohibited.
- **u.** Users of the District Dog Parks do so at their own risk and must apply common sense when approaching or otherwise interacting with an unknown dog.
- v. No animals other than dogs are allowed in the Concorde Estates Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.
- **w.** Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in Article XIV of these rules.
- **x.** Handlers must pick up any waste left by their dogs. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Concorde Estates community.

ARTICLE XIII FACILITY RESERVATIONS

a. District Residents may reserve certain portions of the District Center Facility for special events. Only one (1) room or portion of the District Center Facility is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. Persons interested in making a reservation should contact the Facilities Manager regarding the anticipated date and time of the event to determine availability. Please note that the District Center Facility is unavailable for special events on the following holidays:

- 1. Easter Sunday;
- 2. Memorial Day;
- 3. 4th of July;
- 4. Labor Day;
- 5. Thanksgiving;
- 6. Christmas Eve;
- 7. Christmas Day;
- 8. New Year's Eve; and
- 9. New Year's Day
- **b.** The District Center Facility is available for District Resident rental (capacity and rental fee established by rule) for up to six (6) total hours (including set-up and post-event cleanup) from 9am 9pm with a maximum of forty-five (45) persons.
 - 1. Extraordinary use of District Facilities requires reservation requests to be made and approved by the Board each month.
 - 2. No Bounce Houses or other inflatables are allowed on CDD properties.
- c. All District Center & Facility Rentals require a \$300.00 deposit by either cashier check, money order or other approved payment methods accepted by the District manager.
- **d.** The District Pool Facility is not available for private rental and shall remain open to Resident Owners and their guests during normal operating hours.
- e. The District Resident renting any portion of the District Center shall be responsible for any and all damage and expenses arising from the event.
- **f.** A District Resident interested in reserving a room must submit to the Facility Manager a completed Facility Use Application. The Concorde Estates Facility Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. A District Resident may reserve the room after approval of the Facility Use Application and a \$300.00 deposit has been submitted to the Facility Manager as described in section (c) of this Article.
- **g.** During the District Center Facility normal operating hours in which a Facility Manager is present, Special Events held in the District Center with the max of forty-five (45) persons or less are not required to pay for an additional staff person unless otherwise required by the District. For events outside of District Center Facility normal operating hours with a max of forty-five (45) persons or less additional staff will be required at a rate to be determined by the District.
- **h.** To receive a full refund of the deposit, the following must be completed:

- 1. Ensure that all garbage is removed and placed in the dumpster;
- 2. Remove all displays, favors, or remnants of the event;
- 3. Restore the furniture and other items to their original position;
- 4. Wipe off counters, tabletops, chairs and sink area;
- 5. Replace garbage liner;
- 6. Clean out and wipe down the refrigerator, and all cabinets and appliances used;
- 7. Sweep and mop the floor;
- 8. Clean any windows and doors in the rented room;
- 9. Ensure that no damage has occurred to the District Center and its property; and
- 10. If additional cleaning is required, the District Resident reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor.

In light of the foregoing, District Residents may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Concorde Estates District Manager shall determine the amount of deposit to return, if any.

- i. District Residents are responsible for ensuring that their guests adhere to the policies set forth herein.
- **j.** The volume of live or recorded music must not violate applicable Osceola County noise ordinances. This policy pertains to certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.
- **k.** The Board of Supervisors or District Manager has the right to waive room deposit fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case-by-case basis at the request of the Field Manager or any District Resident.
- **I.** No items may be affixed to walls, doors or windows (i.e. tape, thumbtacks, etc.).

ARTICLE XIV SPECIAL EVENT APPLICATION PROCESS

a. District Recreation Facility Reservations. Use of District Facilities is scheduled on a "firstcome, first-served basis." Event Organizers must submit a Concorde Estates CDD Parks and Recreation Facility Usage Application to the Facilities Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals (refer to Appendix III) and organizations (refer to Appendix IV) are available on the District website. In case of a date conflict, the Event Organizer will be notified by the Facilities Manager after the Facility Usage Application has been received and reviewed.

- **b.** Event Approval or Denial After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within five (5) calendar days after receipt of the application as to the approval or denial of the Event.
- **c.** The following list of Special Events does not identify every possible Special Event but should provide a guideline as to the types of Special Events that may be held on District property. Questions should be directed to the District Manager. Typical Events:
 - 1. Birthday Parties;
 - 2. Anniversary Parties;
 - 3. Wedding, Graduation, and other receptions;
 - 4. Instructional Classes;
 - 5. Plays / Musicals;
 - 6. Club Activities;
 - 7. Registrations;
 - 8. Walk-a-thons;
 - 9. Beauty Pageants;
 - 10. Dog Shows or other pet shows;
 - 11. Magic Shows;
 - 12. Concerts Dances;
 - 13. Athletic Events
 - 14. Political Events; and/or
 - 15. Religious Events
- **d.** Review of Application. In addition to the Special Event logistics, the Facilities Manager's review of the application will take into consideration and assess all factors in the best interests of the District:
 - 1. Time of the performance or function and the duration of the Special Event;
 - 2. Any disruption of the normal use of District Recreation Facilities;
 - 3. Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Concorde Estates Community;
 - 4. Whether the Special Event is consistent with Concorde Estates' Restrictions, Guidelines, and Goals Concerning Companion; and Animals, Habitat, and Wildlife.
- e. The Event Organizer must provide the District Manager with detailed Event information and copies of required documents at the time the Event Organizer schedules the Event with the District Manager. Such information and documents may include, but are not limited to, the following:
 - 1. Payment of Fees: Event Organizer must pay all applicable fees to the District Manager at the time the Event is scheduled with the District Manager. Individuals, organizations, or companies assessed fees during or after the Event will be invoiced by the District Manager. All fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date;

- 2. The fee(s) that an Event Organizer may be required to pay are assigned pursuant to Art. XV(i), as adopted by the Board and assessed by the District Manager;
- 3. Event Map/ Layout A physical layout of the Event site, including parking and traffic flow and the location of any tents, stands, or other temporary structures, must be provided;
- 4. A listing, with times, of all functions associated with an Event must be provided;
- 5. The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided;
- 6. The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be clearly denoted;
- 7. A tent permit can be obtained through the County Zoning and Code Enforcement
- 8. Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District;
- 9. Proof of a fire-retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on Event Application Form;
- 10. County Alcohol Permit Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form; and
- 11. Other Approvals Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

ARTICLE XV <u>USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS</u>

- **a.** The Organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean and sanitary condition at all times and the Organizer must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.
- **b.** The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which it was found prior to the Event.
- **c.** The Facilities Manager or a designee will complete an inspection of the subject premises immediately following, or as close to the end of, an Event as is reasonable given the timing ` and duration of the Event. Upon inspection, the District Manager or a designee will assess ` any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

- **d.** The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than two (2) calendar days prior to the Event. All such signs/banners must be erected and dismantled at the Organizer's expense. This provision does not automatically authorize the placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.
- e. All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.
- **f.** The Event Organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the Special Events. The District makes no representations that the premises will be available on any dates on which the Organizer may wish to reschedule an Event other than the dates originally reserved.
- **g.** Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services; per the amounts set forth in section (i) of this Article.
- **h.** Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup after each Event. Any individual, organization, or company needing dumpster service in addition to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor, which is denoted on the Event Application Form.
- i. For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$500.00 at the time the Organizer schedules the Event with the District Manager. For a gazebo event, a security deposit of \$100.00 at the time the Organizer schedules the Event with the District Manager.
- **j.** At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.
- **k.** If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.

- 1. The Event Organizer shall sign the Concorde Estates Community Development District Facility Usage Application (see Appendix III & IV) and therefore agree for the entity, corporation, organization, or individual and all of its agents, officers, directors, employees, consultants, or similar persons to be liable for any and all damages, losses, and expenses incurred by the District, caused by the acts and/or omissions of the Event Organizer, or any of its agents, officers, directors, employees, or the like.
- **m.** The event organizer agrees to indemnify, defend, and hold the District harmless for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, consultants, or similar persons.
- **n.** The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.
- **o.** No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District Manager or designee.
- **p.** An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, County, District laws, ordinances, and policies. The Organizer will also supply the District Manager with all the information, documentation, and insurance requirements necessary to assure that all parties involved with the Event will be in compliance. Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.
- **q.** The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA). In accordance with the provisions of the ADA, any person in need of Special accommodation(s) to utilize these recreational facilities. May contact the district manager at the address listed in Concordeestatescdd.org

ARTICLE XVI

EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES

- **a.** Notwithstanding anything contained herein, the District Facilities Staff may, at any time, remove any District Resident or their Guest from the premises and/or restrict or suspend any District Resident's or Guest's privileges to use any or all of the District Facilities (the procedures for which are outlined below), when such action is necessary to:
 - 1. Protect the health, safety and welfare of other District Residents and their Guests;
 - 2. Protect the health, safety and welfare of District and Recreation Facilities Staff; and

- 3. Protect the District Facilities from damage.
- **b.** Expulsion of a District Resident or Guest from District premises shall be at the discretion of the District's Field Manager, District Manager, or the Board of Supervisors, resulting from hostile behavior that is a threat to other District Residents, Guests, District Staff, and/or District Property. Such physical expulsion from the premises shall be undertaken only by local law enforcement personnel and not by District or District Facilities Staff, or a member of the Board of Supervisors.
- c. The authority to restrict or suspend any District Resident's or their Guest's privileges to use any or all of the District Facilities is formally granted by the Board of Supervisors to the District Field Manager or District Manager. Such action may be initiated by the District Manager with its final determination made by the Board of Supervisors at the next Board of Supervisors meeting (or as soon as practical). For more details, see "District Suspension and Termination Process" outlined below.
- **d.** A District Resident's or Guest's privileges of any or all District Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a District Resident or DGuest may also be required to pay restitution for any property damage, if he or she:
 - 1. Fails to abide by the District Policies and Fees for All District Facilities established and approved by the Board of Supervisors;
 - 2. Submits false information on the application for an Access Card or Guest pass;
 - 3. Permits unauthorized use of an Access Card or Guest pass.
 - 4. Violates applicable law or ordinance, treats District Staff or the personnel or employees of the District Facilities Staff in an unreasonable or abusive manner. Such treatment includes but is not limited to verbal and/or written communication;
 - 5. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, Field or District Manager's staff; and/or
 - 6. Damages or destroys District property.
- e. The following discipline process is imposed unless the actions by the Guest or Resident Owner is reasonably perceived by the District to create an unreasonable risk of harm, is detrimental to the interest of the community, is a criminal offense, and/or otherwise is reasonably considered to be such an infraction that is considered a threat to the community.

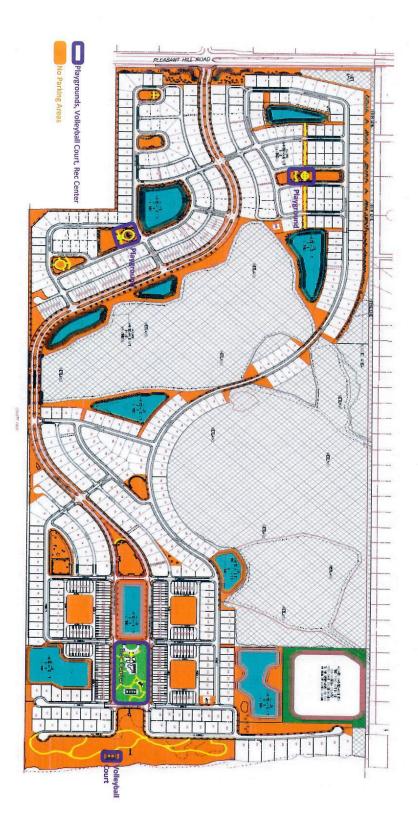
In response to any violation of the rules specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a District Resident's or Guest's privileges to use the District Facilities:

1. First Offense – Issuance of either a Verbal or a Written Warning by Staff of policy violations. If verbal, a follow-up written summary by Staff shall be kept on file in the District Center office, with a letter of confirmation sent by registered mail to the

resident's mailing address on file. (The warning may not necessarily occur immediately at the time of the violation, due to frequent, past instances of District Residents' refusal to provide their name or contact information to Staff.)

- 2. Second Offense Suspension of all District Facilities privileges by the District Field Manager, District Manager, or the Board of Supervisors until further notice, for a period of up to ninety (90) days. Again, confirmation of this action shall be sent by registered mail to the Resident. A written report shall be provided to the District Manager and Board of Supervisors, and a final decision relating to the final term of suspension of privileges shall be made by the Board of Supervisors either within one(1) month of the incident or by the next Board of Supervisors meeting, whichever comes first.
- 3. Third Offense Automatic suspension of all District Facilities privileges for a minimum of ninety (90) days, with confirmation sent to the resident by registered mail. At the next Board of Supervisors meeting, a written account of all previous offenses shall be submitted and shall be reviewed by the Board of Supervisors, with possible suspension of privileges beyond ninety (90) days, including possible termination of the District Resident's or Guest's privileges for one (1) or more years, recommended by Staff and requiring approval by the Board of Supervisors.
- **f.** Should a District Resident or a Daily Guest ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the District facilities, Staff has the authority to call the Sheriff's deputy to report a trespass upon the District's premises.
- **g.** Adherence to the above procedures for suspension and/or termination of district-use privileges has no bearing whatsoever on whether a District Resident or Daily Guest may be physically removed from District premises, as described previously.
- **h.** Access card will be confiscated upon suspension and/or termination of privileges. Notwithstanding the above, the District shall retain the authority to immediately expel a guest or District Resident if actions by the Guest or District Resident is reasonably perceived by the District to create an unreasonable risk of harm, is detrimental to the interest of the community, is a criminal offense, and/or otherwise is reasonably considered to be such an infraction that is considered a threat to the community.

APPENDIX I



APPENDIX II CONCORDE ESTATES CDD

Access Card Registration Form

NAMES OF RESIDENTS (*Please designates ages for children*)

ADDRESS:		
Owner Renter/lease expiration date	:	
Telephone:	Email:	

2 initial access cards are free to all resident owners.

Residents who rent a home in Concorde Estates are required to pay a fee of \$50.00 per card. Replacement cards (for any reason) are \$50 each.

POOL GUIDELINES: NO NIGHT TIME SWIMMING!

- Swimming is only permitted during the posted hours of operation
- Children under sixteen (16) years of age must have adult supervision to use the pool
- Residents may bring a max of four (4) guests per family to the pool

RULES: For a complete list of recreational facility rules, please refer to the Concorde Estates Rules of Procedure: <u>https://www.concordeestatescdd.org/docs/CE-rules-of-procedure.pdf</u>

WAIVER: I understand that the Concorde Estates Community Development District ("District") assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District's recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Concorde Estates Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in those activities. I understand that the District is not responsible for personal property lost or stolen while participating at the swimming facility, SV&S and other recreational facilities.

ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Concorde Estates CDD Rules of Procedure. I also understand that I am financially responsible for any damages caused by me or my family members.

Signature of Adult Resident

APPENDIX III

<u>CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT</u> PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATI	ION	
Name:		
Address:		
	Cell Phone:	
Fax:	E-mail:	
Type of event:		
Event date(s):		
Times From:	(a.m./p.m.) To:	(a.m./p.m.)
Anticipated # of attendees:	What age group?	
	ol area, please be advised the access gates are vent. This is an electronic card reader access	

gates will result in a default that disables the card readers where no one will have access.

DAMAGE DEPOSIT

All District Center & Facility Rentals require a \$300.00 **Security Deposit** [no cash; only cashier check or money order or other approved payment methods accepted by the District Manager]. The District shall collect from the Event Organizer the Security Deposit at the time the event is scheduled with the District Manager. For each Special Event with ten (10) or more attendees, the District shall collect from the Event Organizer Security Deposit in the amount of \$500.00 at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require?

Please describe vendors/type that will occur on day of event:

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ____ Yes ____ No

CATERING

Will your event require catering? Yes	No
Name of Company:	
Contact Person:	
Address:	
City:	State: Zip Code:
Work Phone:	_Fax:

Cell/Pager: Email:

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Concorde Estates Community Development Rules of Procedure

Osceola County Zoning and Code Enforcement: One Courthouse Square, Suite 1200, Kissimmee, FL 34741 Phone (407) 343-3400

Osceola County Parks and Recreation Department: One Courthouse Square, Suite 1200, Kissimmee, FL 34741 Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Concorde Estates Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- I understand that this is an application only and does not obligate the Concorde Estates Community Development District in any fashion to reserve any facility and/or approve any event.
- I have read, understand, and agree to abide by the policies set forth by the Concorde Estates Community Development District Rules of Procedure.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature:	Date:	
Printed Name:		
APPROVAL FROM CONCORD	E ESTATES	

Signature:	Date:	
Printed Name:		
Title:		

APPENDIX IV

<u>CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT</u> PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATION

Name of Entity/Organization/Company:	
Address:	
Type of Organization: Non-Profit	
If Non-Profit, does your organization	tion hold a current 503(c)(3) certificate? Yes No
Contact Person:	E-mail:
Work Phone:	Cell Phone:

EVENT INFORMATION

Type of event:		
Requested location:		
Event date(s):		
Times From:	(a.m./p.m.) To:	(a.m./p.m.)
Anticipated # of attendees:	What age group?	

NOTE: If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system and propping the gates will result in a default that disables the card readers where no one will have access.

DAMAGE DEPOSIT

All District Center & Facility Rentals require a \$300.00 **Security Deposit** [no cash; only cashier check or money order or other approved payment methods accepted by the District manager]. The District shall collect from the Event Organizer the Security Deposit at the time the event is scheduled with the District Manager. For each Special Event with ten (10) or more attendees, the District shall collect from the Event Organizer Security Deposit in the amount of \$500.00 at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require?

Please describe vendors/type that will occur on day of event:

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ____ Yes ___ No

CATERING

Will your event require catering? Yes?	No
Name of Company:	
Contact Person:	
Address:	
City:	State: Zip Code:
Work Phone:	_ Fax:
Cell/Pager:	Email:

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Concorde Estates Community Development Rules of Procedure

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741 Phone (407) 343-3400

Osceola County Parks and Recreation Department: One Courthouse Square, Suite 1200, Kissimmee, FL 34741 Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CONCORDE ESTATE COMMUNITY DEVELOPMENT DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Concorde Estates Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- I understand that this is an application only and does not obligate the Concorde Estates Community Development District in any fashion to reserve any facility and/or approve any event.
- I have read, understand, and agree to abide by the policies set forth by the Concorde Estates Community Development District Rules of Procedure.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature:	Date:
6	

Printed Name: _____

APPROVAL FROM CONCORDE ESTATES

Signature: _____ Date: _____

Printed Name: _____

Title:

Fifth Order of Business

5A

Agenda Page #44

Ariel Medina | Field Services Supervisor



313 Campus Street, Celebration, FL 34747 (**O**) 407-566-4122| (**M**) 281-831-0139 | www.inframarkims.com

FREDDY BLANCO | Assistant Maintenance Manager



313 Campus Street| Celebration, FL 34747 Office: 1.407.566.1935| Mobile: 1.407.947.2489|<u>www.inframarkims.com</u>

Concorde Estates CDD Field Management Report

January 2020





COMPLETED ITEMS:

- Meet with Capital Land for Landscaping Review
- Attended meeting to discuss lake management issues
- Reviewed and processed invoices on a weekly basis
- Returned phone calls as necessary
- Respond to emails and communications as needed
- Met with vendors as necessary

ATTACHMENTS

- Access Control System
- Inframark Landscaping Report
- Capital Land Monthly Report
- Sitex Monthly Report

Access Control System

Servus@ completed installation of access control system. District staff initiated the distribution of new access cards on January 9th.

As of January 20th we have distributed about 80% of the new access cards and collected new documentation.

District staff was trained by Servus@ on January 7th and 8th

Alberto Lucente from Servus@ provided support all day on January 9th to make sure software, devices, And equipment was working properly

Access control system is in full operation since January 13^{th.}

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Inframark Landscaping Report

			Сог	ncorde Estates Landscaping Review	
Issue	Location	Date of Drive-	Status	Field Manager Comments	Photos
Mowing	Throughout the community	1/15/2020	Not completed	service behind the PVC fence not completed in months.	
Trimming	At Coastal View Ct.	1/15/2020	Not completed	Trimming service around the Volleyball court.	
Ants mounts	Throughout the community	1/15/2020	Not completed	provide schedule for ants treatments.	
Edging.	At Coastal View Ct.	1/15/2020	Not completed	provide the edging service at sidewalks	
Trimming tree.	At Coastal View Ct.	1/15/2020	Not completed	Provide the trimming service. Some tree branches tree are too low at the park area.	

Palm tree Trimming	At Coastal View Ct.	1/15/2020	Not completed	Palm tree need trimming service around the park area.	
Palm tree Trimming .	At Grasmere View Pkwy.	1/15/2020	Not completed	Palm tree need trimming service.	
	At Marshfield Preserve Way.	1/15/2020	Not completed	Trimming service around the station.	
Remove Pine Nuggets mulch.	At the Recreation Center.	1/15/2020	Not completed	Remove pine nuggets mulch from the playground.	
Tree removal.	At Harbor View In.	1/15/2020	Not completed	Sycamore tree present angle of inclination and possible detachment of roots, provide proposal for removal and install new one.	

Agenda Page #50

Capital Land Monthly Report

Legend: **VBC-Volley Ball Court PP-Pocket Park** TC-Trash Can **EM-Easement** DP-Dog Park



Concorde Estates CDD Monthly Report Jan.2020

		<u>Detail D</u>	<u>a Mow Crews</u>	
Main Entrances, 1/2 Blvd		19-Dec	Jan 2,16,30	<u>Pine Bark Mulch</u>
Clubhouse, 1/2 Blvd	VBC, TC	2-Jan	Jan 2,16,30	
3181 Stonington Run	PP,TC	16-Jan	Jan 2,16,30	
3101 Duxbury Dr	PP,TC	16-Jan	Jan 2,16,30	<u>Annuals</u>
2991 Stonington Run	Pond	16-Jan	Jan 2,16,30	1/2/2020
3207 Hopewell Dr	PG,DP,TC	16-Jan	Jan 2,16,30	
3201 Rydal Water Way	PP,TC	16-Jan	Jan 2,16,30	<u>Proposals</u>
2804 Grasmere View Pkwy	cul de sac	16-Jan	Jan 2,16,30	Tree removals
2440 Tradewinds Dr	cul de sac	16-Jan	Jan 2,16,30	
2351 Tradewinds Dr	DP,TC	16-Jan	Jan 2,16,30	
3209 Jackson Grey Rd	PP	16-Jan	Jan 2,16,30	
2260 Tradewinds Dr	Pond	16-Jan	Jan 2,16,30	<u>Plant Insects</u>
3000 Harbor View Ln	2 Ponds	30-Jan	Jan 2,16,30	
3141 Oyster Bay Ln	Lift Station	30-Jan	Jan 2,16,30	
3131 Rocky River Rd	PP	30-Jan	Jan 2,16,30	<u>Turf Weeds</u>
3130 Rocky River Rd	PP	30-Jan	Jan 2,16,30	
2331 Marshfield Preserve Way	Easement	30-Jan	Jan 2,16,30	
2351 Marshfield Preserve Way	Pond,EM	30-Jan	Jan 2,16,30	Turf Insects
3150 Seasalt Dr	EM	30-Jan	Jan 2,16,30	
3208 Olivia Breeze Dr	PP,TC	30-Jan	Jan 2,16,30	
3220 Jubilee Rd	Pond,EM	30-Jan	Jan 2,16,30	<u>Turf Disease</u>
2770 Marshfield Preserve Way	Bridge 1	30-Jan	Jan 2,16,30	
2820 Marshfield Preserve Way	Bridge 2	30-Jan	Jan 2,16,30	
2890 Marshfield Preserve Way	Pond,EM	30-Jan	Jan 2,16,30	<u>Problem Areas</u>
2990 Marshfield Preserve Way	Easement	30-Jan	Jan 2,16,30	
3461 Marshfield Preserve Way	2 Pine Trails	30-Jan	Jan 2,16,30	
3441 Marshfield Preserve Way	Lift Station	30-Jan	Jan 2,16,30	<u>Heavy Leaf Litter</u>
3000 Greatbear Way	PP,TC	6-Feb	Jan 2,16,30	
3041 Palemero Rose Way	2 Pine Trails	6-Feb	Jan 2,16,30	
3080 Palemero Rose Way	Pond,EM	6-Feb	Jan 2,16,30	<u>Fertilization</u>
3211 Marshfield Preserve Way	Easement	6-Feb	Jan 2,16,30	2/11/2020

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Sitex Monthly Report

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS & MAINTENANCE HIGHLIGHT

SITEX AQUATICS MANAGEMENT REPORT



January 2020

All ponds were treated for shoreline vegetation as needed with a custom grass mix targeted for specific species present. All ponds had trash removed as well.

POND1- Algae and Hydrilla treated.

POND2- Algae spot treated

POND3- Algae and treated

POND4- Algae spot treated

POND5- Algae and grasses treated

POND6- Algae treatmed

POND7- Algae and Hydrilla treated

POND8- Algae and grasses spot treated

POND9- Algae and Hydrilla treated

POND10- Algae and Hydrilla treated

ADDITIONAL NOTES:

All ponds received Algae and Hydrilla treatments as needed. All trash has been removed in and around the ponds. Please don't hesitate to reach out to my staff or myself if you need anything at all.

Regards

Brian Fackler

Sitex Aquatics LLC.

5B.



Work Order Authorization 0151068

January 16, 2020

To: Concorde Estates CDD 313 Campus Street Celebration, FL. 34747 407-566-1935

Concorde Estates CDD			
Description	QTY	Ea.	Total
Install 22 poles and lake signs with concrete foundation in lakes	\$ 113.00	22	\$ 2,486.00
This quote includes materials and labor			
			\$ 2,486.00

Prepared by Inframark, Ariel Medina, Field Manager

Thank you for your business!

313 Campus Street, Celebration, FL 407-566-1935] russ.simmons@inframark.com



PROOF DISCLAIMER: Please CHECK proof over CAREFULLY. Upon proof approval FASTSIGNS Kissimmee is NOT RESPONSIBLE for any error in spelling, content, composition and or format. Please keep in mind the colors may change depending on the material to be used. Once approved buyer assumes all responsibility.

express written permission of FASTSIGNS is prohibited.

These drawings and designs are the exclusive property of FAST SIGNS Use or duplication in any manner including but not limited to electronic transfer without DISCLAIMER: Renderings are for graphic purposes only and not intended for construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings (if applicable),

FASTSIGNS	Customer: Concorde Estate Community-CDD Project No. 12775		Description: 18"W x 12"H 0.080 Reflective with UV Printed - Holes top and Bottom		Revisions:	Customer Approval: NOTE Unless specified by customer, all-depth of emboss will be determined by FASTS/GNS or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.	
More than fast. More than signs.	Date: 01/20/2020	Designer: Jesse Bayon	Qty 22			Please read carefully, check appropriate box and fax back	Design OK As Is Revision Required
	Location:						
			County:	Total Sq. Ft.		SIGNATURE	DATE



1902 West Vine St. Kissimmee, FL 34741 (407) 287-6840

More than fast. More than signs. ®

Agend ESTIMATE EST-12775

Payment Terms: Deposit Required Account

Pickup At:	FASTSIGNS of Kissimmee 313 Campus St. Celebration, FL 34747	
Salesperson: H	louse 175401 - Kissimmee, FL	
QTY	UNIT PRICE	AMOUNT
22	\$39.50	\$869.00
	Subtotal:	\$869.00
working on the	Taxes:	\$0.00
00.00, full L he third nge. twork to sign electrical ATION, AND - BEFORE.	Grand Total:	\$869.00
	QTY	QTY UNIT PRICE 22 \$39.50 Subtotal: Taxes: Taxes: Grand Total: working on the 00.00, full Grand Total: he third nge. twork to sign electrical ATION, AND BEFORE.

5C



Date: 12/30/2019

PROPERTY: Concord Estates 3151 Georgian Bay Ln, Kissimmee, FL 34746

SCOPE OF WORK: CLM to have the following trees removed.

(3031 Harbor View) Tree Removals- x1 sycamore tree removal with stump grinded.

(2811 Saint Clair St.) Tree Removals- x1 oak tree removal with stump grinded.

Debris-All tree debris will be cleaned up & hauled away.

These are located on CDD property, addresses are used for locating purposes only.

Grand Total: \$1,350.00

Payment due within 15 days of completion of the above proposed work. If there are any questions, please contact me at your earliest convenience. An acceptance of this proposal within 30 days shall constitute a contract between us. Beyond 30 days the above prices are subject to review.

Date of Acceptance _____

Estimated By: Eartie Flener

Eartie Flener

Signature

Signature

9830 Yawn Road Dade City, FL 33525

WWW.CAPITALLAND.NET





LANDSCAPE MAINTENANCE CONTRACT ADDENDUM CONCORDE ESTATES CDD

IT IS AGREED by both parties that the initial terms and conditions of the original Landscape Maintenance Agreement beginning On May 21, 2019 and ending on May 20, 2020 between **Capital Land Management** and **Concorde Estates CDD**, shall be modified under the terms of the original Landscape Maintenance Agreement with the following changes as follows:

1. In order to expedite minor irrigation repairs, Contractor is herewith authorized to perform \$ __1500.00____ worth of irrigation repairs without prior approval, any repairs over this amount must be approved.

Contractor agrees to provide all labor, supervision, equipment and materials as stated in the original contract.

All other terms and conditions of the contract shall remain as originally stated.

THIS AGREEMENT is not a binding contract until signed by all parties.

By signing this Agreement in the space provided below, Client and Contractor hereby represent and warrant to the other that it has full power and authority to enter into the terms of this Agreement and that this Agreement is a legally binding obligation of Client and Contractor, as applicable.

CAPITAL LAND MANAGEMENT

BV:	/	1		-	
	1.	11		And a	-
Jamo.	Tar		aash	-1-	- 1

Region Mgr - Maint	
Capital Land Manager 12-12-19	net
12-12-19	

	CLIENT	
Ву:		
Name:		
Title:		
Date:		



Date:1/06/2020

PROPERTY: Concord Estates CDD 3151 Georgian Bay Ln Kissimmee, FL 34746

SCOPE OF WORK: Irrigation Repairs

BLVD Clock

- Zone4-
 - (1) Nozzle (1) 6"Spray
- Zone20 (2) Nozzle (1) 6"Spray
- Zone21 (2) Nozzle (1) 6"Spray

Materials- \$46.00 Labor- \$250.00

Grand Total: \$ 296.00

Payment due within 15 days of completion of the above proposed work. If there are any questions, please contact me at your earliest convenience. An acceptance of this proposal within 30 days shall constitute a contract between us. Beyond 30 days the above prices are subject to review.

Date of Acceptance _____

Estimated By: Eartie Flener

Eartie Flener

Signature

Signature

9830 Yawn Road Dade City, FL 33525

WWW.CAPITALLAND.NET



Agenda Page #62

5D



Concorde Estates CDD

Work Order Authorization 0151069

January 16, 2020

To: Concorde Estates CDD 313 Campus Street Celebration, FL. 34747 407-566-1935

Description	QTY		Ea.		Total
The control structure, CS-4, has a detached skimmer bracket and excess aquatic vegetation growth around the control structure's orifice. Repair and removal of excesive growth	\$	195.00	1	\$	195.00
The control structure, CS-3 has excessive vegetation. Removal of excesive growth		\$87.00	1	\$	87.00
The control structure, CS-2 needs to be cleaned within skimmer structure.	\$	87.00	1	\$	87.00
The control structure, CS-8 - is in need of repair and cleaning. Reattach skimmer bracket that has become separated from the control structure. Replace the missing skimmer bracket. Reset grate atop the control structure. Cleanout aquatic vegetation around the control structure's orifice. Removed excess vegetation around the spreader swale.	\$	245.00	1	\$	245.00
The control sturcture, CS-10 is in need of repair and cleaning. Reattach the PVC orifice cover, located behind the control structure. Cleanout vegetation within the control structure's skimmer. Cleanout aquatic vegetation around the control structure's orifice. Remove excess vegetation around the spreader swale.	\$	225.00	1	\$	225.00
The control structure, CS-11 needs repair; Replace the missing skimmer bracket. 2. Cleanout aquatic vegetation around the control structure's orifice.	\$	225.00	1	\$	225.00
The control structure, CS-13, has excess aquatic growth around the control structure's orifice. Cleanout escessive vegetation		\$58.00		1	\$58.00
The control structure, SC-14 needs to be cleaned around the and inside structure		\$116.00		1	\$116.00
(see attached Engineers Report for reference)				\$	
This quote includes materials and labor				\$	_
Prepared by Inframark, Ariel Medina, Field Manage	er			\$	1,238.00

Thank you for your business!

Maintenance Recommendations for Stormwater Ponds

For

Concorde Estates Community Development District Osceola County, Florida

November 20, 2019

Prepared by:



6816 Hanging Moss Road Orlando, FL 32807 407-494-2693

Table of Contents

1.	Purpose and Scope	. 3
2.	General Site Description	. 3
	Existing Pond Conditions and Maintenance Recommendations	
Exh	ibit A: Stormwater Facilities Map	11
Exh	ibit B: Spreader Swale Location Map	13

1. Purpose and Scope

This Stormwater Facilities Report is being prepared at the request of Concorde Estates Community Development District (the District). This report contains a general description of existing conditions Stormwater facilities owned by the District, and necessary steps to keep the Stormwater facilities operating within originally permitted standards.

2. General Site Description

The District encompasses the 370+/- acres Parkview at Lakeshore subdivision, located in Section 20, Township 26 South, Range 29 East in Osceola County, Florida.

The District owned and maintained stormwater facilities includes, but are not limited to the following:

- Stormwater Management System
- Wetlands

Stormwater Management System

The stormwater management system was designed and constructed to both Osceola County and South Florida Water Management District (SFWMD) standards. The stormwater management system consists of ten (10) wet detention ponds integrated with existing onsite wetlands and the associated collection and routing system (storm inlets, storm manholes and storm pipes).

The District is responsible for maintaining those portions of the system that are outside the Osceola County and Homeowners Association owned right-of-ways.

<u>Wetlands</u>

There are three (3) wetlands within the District. The District is responsible for the maintenance of onsite wetlands in accordance with the requirements of the SFWMD permit.

Please see the Stormwater Basin Map (Exhibit A) for an overall representation of the stormwater management system.

3. Existing Pond Conditions and Maintenance Recommendations

The stormwater management ponds and outfall structures were inspected on November 19, 2019. The following items were noted during the inspection:

Pond 1 - Outfall Structure CS-4

The control structure, CS-4, has a detached skimmer bracket and excess aquatic vegetation growth around the control structure's orifice.

- 1. Reattach the skimmer bracket.
- 2. Cleanout vegetation within the control structure's skimmer.
- 3. Cleanout aquatic vegetation around the control structure's orifice.





Pond 2 – Outfall Structure CS-5

The control structure, CS-5, has no issues. Outfall and pond are in good condition, no additional repairs are required at this time.



Pond 3 – Outfall Structure CS-3

The control structure, CS-3, has no issues, outfall and pond are in good condition. Excess vegetation buildup around the spreader swale, location indication on Exhibit B.

Recommendations:

1. Removed excess vegetation around the spreader swale.





Pond 4 & Pond 5 – Outfall Structure CS-2

Ponds 4 and 5 are connected with an equalizer pipe and utilize a single control structure called CS-2 located in Pond 5. The control structure, CS-2, has no issues, outfall and pond are in good condition, no additional repairs are required at this time.

Recommendations:

1. Cleanout vegetation within the control structure's skimmer.



Pond 8 – Control Structure CS-8

The control structure, CS-8, has become detached from the skimmer in two locations. The grate has fallen off and into the control structure. There is excess aquatic vegetation growth around the control structure's orifice and excess vegetation growth around the spreader swale, location indication on Exhibit B.

- 1. Reattach skimmer bracket that has become separated from the control structure.
- 2. Replace the missing skimmer bracket.
- 3. Reset grate atop the control structure.
- 4. Cleanout aquatic vegetation around the control structure's orifice.
- 5. Removed excess vegetation around the spreader swale.







Pond 10 – Control Structure CS-10

The control structure's, CS-10, PVC orifice cover has become detached. There is excess aquatic vegetation around the control structure's orifice and excess vegetation growth around the spreader swale, location indication on Exhibit B.

- 1. Reattach the PVC orifice cover, located behind the control structure.
- 2. Cleanout vegetation within the control structure's skimmer
- 3. Cleanout aquatic vegetation around the control structure's orifice.
- 4. Remove excess vegetation around the spreader swale.







Pond 11 – Control Structure CS-11

The control structure, CS-11, has a detached skimmer bracket and excess aquatic vegetation growth around the control structure's orifice.

- 1. Replace the missing skimmer bracket.
- 2. Cleanout aquatic vegetation around the control structure's orifice.





Pond 13 - Control Structure CS-13:

The control structure, CS-13, has excess aquatic growth around the control structure's orifice.

Recommendations:

1. Cleanout aquatic vegetation around the control structure's orifice.





Pond 14 – Control Structure CS-14:

The control structure, CS-14, has sediment buildup around the orifice and vegetation growth over the orifice. There is excess vegetation growth around the spreader swale, location indication on Exhibit B.

Recommendations:

- 1. Clear sediment buildup around the control structure's orifice.
- 2. Clear vegetation growth on the control structure's orifice.
- 3. Removed excess vegetation around spreader swale.





5E.



Work Order Authorization 0151067

December 31,2019

To: Concorde Estates CDD 313 Campus Street Celebration, FL. 34747 407-566-1935

Concorde Estates CDD			
Description	QTY	Ea.	Total
Prepare and install concrete foundationa and install restored bench behind clubhouse			\$ 725.00
Removal of bike rack behind clubhouse, install sod and re-install bike rack in Grasmere View Pkway			\$ 390.00
This quote includes materials and labor			
			\$ 1,115.00

Prepared by Inframark, Ariel Medina, Field Manager

Thank you for your business!

313 Campus Street, Celebration, FL 407-566-1935] russ.simmons@inframark.com

Sixth Order of Business

6A.





Concorde Estates Community Development District

Robinson Wetland

2704 Rooks Road Davenport, Fl 33837	Estimate # Date	000249 12/18/2019
Phone: (863) 604-7290 Email: robinsonwetland@gmail.com Web: www.robinsonwetland.com	Dute	12/10/2013
Description		Total
Shoreline vegetation clean out		\$40,000.00
 Bushhog/mulch overgrown vegetation shoreline area behind vo white markers with engineer Cody, FWC Ed Harris, and communit - Areas that cannot be accessed with equipment will be sprayed v access and prevent new growth. Any trees that have to remain via permit will be trimmed up for Bid includes all necessary equipment, herbicide and supplies to 		

Subtotal	\$40,000.00		
Total	\$40,000.00		

Thank you for your business!

Concorde Estates Community Development District





Concorde Estates Community Development District

Robinson Wetland		
704 Rooks Road avenport, Fl 33837	Estimate #	000250
Phone: (863) 604-7290 Email: robinsonwetland@gmail.com Web: www.robinsonwetland.com	Date	12/18/2019
Description		Total
Shoreline maintenance		\$3,000.00
 Bushhog/mulch area behind volleyball quart Spray shoreline with aquatic herbicid to keep access and Service is recommended every quater adter initial Bid includes all equipment, herbicide, and supplies Bid is for each service completed 	prevent new growth	

Subtotal	\$3,000.00
Total	\$3,000.00

Thank you for your business!

Concorde Estates Community Development District

Eighth Order of Business

8Ai.

MINUTES OF MEETING CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Concorde Estates Community Development District was held on Wednesday, December 18, 2019 at 4:00 p.m. at the Concorde Estates Clubhouse, located at 3151 Georgian Bay Lane, Kissimmee, Florida.

Present and constituting a quorum were:

Victor Cruz	
Michael Barbuck	
Cesar Goyetche	
Martha Land	

Also present were:

Kristen Suit Tim Qualls Tristan LaNasa Ariel Medina Frank Sanchez Capital Land Management Staff Chairperson Vice Chairman Assistant Secretary Assistant Secretary

District Manager District Counsel Young Qualls, P.A. Field Supervisor Amenity Center Manager

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS Roll Call Ms. Suit called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

FOURTH ORDER OF BUSINESS

- A. Discussion of Weekly Clubhouse Attendant Report
- B. Monthly Field Manager's Report

There not being any, the next item followed.

• Mr. Medina reviewed the monthly Field Management Report which was included in the agenda package.

Public Comments on Agenda Items

Pledge of Allegiance

Staff Report- Site/Clubhouse Manager's Report

C. Consideration of District Home Depot Credit Card

On MOTION by Mr. Barbuck seconded by Mr. Goyetche with all in favor obtaining a District Home Depot credit card was approved. 4-0

D. Capital Land Report with Map of All Irrigation Repairs to Date

- Capital Land Irrigation Inspection Reports were reviewed.
- Landscape maintenance was discussed.

FIFTH ORDER OF BUSINESS

SS Engineer's Report

A. Maintenance Recommendations for Stormwater Ponds

- The annual stormwater inspection report was discussed.
- Proposals will be obtained for areas requiring work.

SIXTH ORDER OF BUSINESS

Attorney's Report

A. Update Draft Rules of Procedure Mr. Qualls provided an update on the rules and process for adoption.

• A Public Hearing to adopt the Rules of Procedure is scheduled for Wednesday, January 29, 2020 at 4:00 p.m.

B. Draft Special Assessments Collection Policy

- A Draft Special Assessments Collection Policy was presented for review by the Board.
- If the Board agrees with this policy, it will ensure everyone is on the same page of what is being levied and imposed; how it is being collected; what is going to the tax collector; and the timing of this. It will help as the District moves forward to have this policy.
- It was recommended the Board adopt this within 60 days if they agree.

C. Update on Termination of Pool Contract

• Termination notice has been sent.

D. Update on Duval Offset Matter

• Duvall and their Attorney have been notified several times as to the deficiencies of the service they provided.

E. Update on Foreclosure Process

- Mr. Qualls provided an update on foreclosures.
- A motion has been filed requesting the court allow us to amend our complaint and request a hearing.

F. Other

- None.
- Additional items from Capital Land were addressed:

On MOTION by Mr. Cruz seconded by Mr. Goyetche with all in favor the expenditure for replacement of the Clock Timer in the amount of \$1,015 was ratified. 4-0

On MOTION by Mr. Cruz seconded by Mr. Barbuck with all in favor the proposal for Clock Timers - Parks in the amount of \$2,531 was approved. 4-0

On MOTION by Mr. Barbuck seconded by Mr. Cruz with all in favor the proposal for surge protectors (2) in the amount of \$364 was approved. 4-0

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Consent Agenda

i. Minutes of the November 20, 2019 Meeting

On MOTION by Mr. Cruz seconded by Ms. Land with all in favor the Minutes of the November 20, 2019 Meeting were approved. 4-0

B. Ratification of Chair Authorized Expenses Between Meetings

On MOTION by Mr. Barbuck seconded by Ms. Land with all in favor Chair authorized expenses between meetings in the amount of \$662.38 (Purchases Field Services \$194.38 and Purchase by Chair \$468.00 to be reimbursed to Victor Cruz) were ratified. 4-0

EIGHTH ORDER OF BUSINESS

Supervisors' Requests and Comments

- Mr. Goyetche commented on the training for the updated card system.
- Mr. Cruz commented on State authorization on clearing an area. A proposal was received. This will be placed on the next meeting agenda for discussion.
- Possible future installation of a dock was discussed.

NINTH ORDER OF BUSINESS

Audience Comments

• None.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Barbuck seconded by Mr. Cruz with all in favor the meeting was adjourned. 4-0

Assistant Secretary

Chairperson/Vice Chairperson

8Aii.

Concord Estates Community Development District

Financial Report December 31, 2019

CONCORDE ESTATES

Community Development District

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Concorde Estates Community Development District

Financial Statements

(Unaudited)

December 31, 2019

CONCORDE ESTATES

Community Development District

Balance Sheet

December 31, 2019

	GENERAL FUND	2004 DEBT SERVICE FUND	2011 DEBT SERVICE FUND	2017B DEBT SERVICE FUND	TOTAL
ACCOUNT DESCRIPTION	FUND	FUND	FUND	FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 324,617	\$-	\$-	\$-	\$ 324,617
Assessments Receivable	67,499	-	20,102	-	87,601
Due From Other Funds	-	-	33,107	-	33,107
Investments:					
Money Market Account	1,109,954	-	-	-	1,109,954
Interest Fund (A-1)	-	-	6	-	6
Prepayment Account B	-	-	689	-	689
Prepayment Fund (A-2)	-	-	109,601	-	109,601
Reserve Fund (A-1)	-	-	322,813	-	322,813
Revenue Fund (A-1)	-	-	303,590	-	303,590
Revenue Fund (A-2)	-	-	108,421	-	108,421
Revenue Fund B	-	-	35	1,485	1,520
TOTAL ASSETS	\$ 1,502,070	\$ -	\$ 898,364	\$ 1,485	\$ 2,401,919
LIABILITIES Accounts Payable	\$ 11,315	\$-	\$-	\$-	\$ 11,315
Accrued Expenses	33,450	Ψ -	Ψ =	ψ -	33,450
Due to Landowners	-		22,468	-	22,468
Deferred Revenue	67,499	-	- 20,102		87,601
Other Current Liabilities	2,164	-	-	-	2,164
Revenue Bonds Payable-Current	-	7,511,083	3,013,428	-	10,524,511
Due To Other Funds	33,107	-	-	-	33,107
TOTAL LIABILITIES	147,535	7,511,083	3,055,998	-	10,714,616
FUND BALANCES					
Restricted for:					
Debt Service	-	-	-	1,485	1,485
Assigned to:					
Reserves - Other	75,307	-	-	-	75,307
Unassigned:	1,279,228	(7,511,083)	(2,157,634)	-	(8,389,489)
TOTAL FUND BALANCES	\$ 1,354,535	\$ (7,511,083)	\$ (2,157,634)	\$ 1,485	\$ (8,312,697)
TOTAL LIABILITIES & FUND BALANCES	\$ 1,502,070	\$-	\$ 898,364	\$ 1,485	\$ 2,401,919

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	ADOPTED YEAR TO DATE		VARIANCE (\$) FAV(UNFAV)	DEC-19 ACTUAL	
REVENUES						
Interest - Investments	\$ 7,40)4 \$ 1,851	\$ 2,554	\$ 703	\$ 924	
Rents or Royalties	3,20	0 801	770	(31)	-	
Special Assmnts- Tax Collector	948,05	53 758,443	763,447	5,004	716,009	
Special Assmnts- CDD Collected	59,07	78 59,078	3,260	(55,818)	-	
Special Assmnts- Discounts	(37,92	(30,337		(91)	(28,491)	
Other Miscellaneous Revenues			3	3	1	
Pool Access Key Fee	15	50 37		(37)	-	
TOTAL REVENUES	979,96	3 789,873	739,606	(50,267)	688,443	
EXPENDITURES						
Administration						
P/R-Board of Supervisors	13,00	0 3,253	5,000	(1,747)	800	
FICA Taxes	99		-	(134)	61	
ProfServ-Arbitrage Rebate	1,20		. .	-	-	
ProfServ-Engineering	8,00		2,138	(137)	1,963	
ProfServ-Legal Services	25,00	-		(23,383)	6,034	
ProfServ-Mgmt Consulting Serv	110,00		-	2	9,166	
ProfServ-Special Assessment	5,25	,	-	-	5,250	
ProfServ-Trustee Fees	10,77		7,615	(7,615)	-	
ProfServ-E-mail Maintenance	16,10			1,560	2,463	
Auditing Services	4,00		-	-	-	
Insurance - General Liability	6,32		6,593	(268)	-	
Legal Advertising	2,60		-	532	-	
Misc-Assessmnt Collection Cost	18,96			509	13,750	
Annual District Filing Fee	17		-	-	-	
Total Administration	222,38			(30,681)	39,487	
Public Safety						
Pool/Clubhouse Security	16,00	003,999	-	3,999	-	
Total Public Safety	16,00	003,999		3,999		
Electric Utility Services						
Electricity - General	16,00	00 3,999	2,275	1,724	1,174	
Electricity - Streetlighting	119,00	00 29,751	29,516	235	9,805	
Electricity - Rec Center	12,00	00 3,000	2,459	541	772	
Total Electric Utility Services	147,00	36,750	34,250	2,500	11,751	
Water-Sewer Comb Services						
Utility - Water	118,00	00 29,499	14,438	15,061	3,391	
Backflow Assembly Testing	75	50 189		189		
Total Water-Sewer Comb Services	118,75	50 29,688	14,438	15,250	3,391	

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	DEC-19 ACTUAL
Flood Control/Stormwater Mgmt					
Contracts-Ponds	10,380	2,595	2,595	-	865
R&M-Aquascaping	10,000	2,499	-	2,499	-
R&M-Fountain	1,200	300	1,215	(915)	-
R&M Lake & Pond Bank	5,000	1,251	-	1,251	-
Total Flood Control/Stormwater Mgmt	26,580	6,645	3,810	2,835	865
Other Physical Environment					
Contracts-Landscape	156,000	39,000	39,000	-	13,000
Insurance - Property	9,567	9,567	9,193	374	-
R&M-Entry Feature	500	126	-	126	
R&M-Irrigation	8,500	2,124	6,081	(3,957)	5,577
Landscape Replacement	15,000	3,750	3,568	182	
Annual Mulching & Tree Trimming	23,400	23,400	19,800	3,600	19,800
Misc-Decorative Lighting	1,500	375	-	375	
Total Other Physical Environment	214,467	78,342	77,642	700	38,377
<u>Contingency</u>					
Misc-Contingency	100,000	24,999	5,533	19,466	
Total Contingency	100,000	24,999	5,533	19,466	-
Parks and Recreation - General					
Contracts-Pools	8,100	2,025	2,025	-	675
Contracts-Pest Control	1,500	375	125	250	125
Telephone, Cable & Internet Service	2,820	705	887	(182)	634
R&M-Clubhouse	6,500	1,626	487	1,139	
R&M-Fence	3,500	876	-	876	
R&M-Pools	8,500	2,124	800	1,324	
R&M-Fitness Equipment	3,000	750	-	750	
R&M-Pressure Washing	3,500	876	-	876	
R&M-Parks & Facilities	13,300	3,324	6,546	(3,222)	468
Office Supplies	1,500	375	-	375	
Clubhouse Cleaning Service G&A	2,940	735	490	245	
Dues, Licenses, Subscriptions	525	525	-	525	
Cap Outlay - Other	-	-	65,697	(65,697)	-
Total Parks and Recreation - General	55,685	14,316	77,057	(62,741)	1,902
Reserves					
Reserve	79,100				-
Total Reserves	79,100	-			-

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	 DEC-19 ACTUAL
TOTAL EXPENDITURES & RESERVES		979,963		265,585		314,257	(48,672)	95,773
Excess (deficiency) of revenues Over (under) expenditures		-		524,288		425,349	 (98,939)	 592,670
Net change in fund balance	\$	-	\$	524,288	\$	425,349	\$ (98,939)	\$ 592,670
FUND BALANCE, BEGINNING (OCT 1, 2019)		929,186		929,186		929,186		
FUND BALANCE, ENDING	\$	929,186	\$	1,453,474	\$	1,354,535		

ANNUAL ADOPTED YEAR TO DATE YEAR TO DATE VARIANCE (\$) DEC-19 ACCOUNT DESCRIPTION BUDGET BUDGET ACTUAL FAV(UNFAV) ACTUAL REVENUES Interest - Investments \$ \$ \$ \$ \$ ----TOTAL REVENUES -----**EXPENDITURES** TOTAL EXPENDITURES -----Excess (deficiency) of revenues Over (under) expenditures -Net change in fund balance \$ \$ \$ \$ \$ ----FUND BALANCE, BEGINNING (OCT 1, 2019) (7,511,083) -FUND BALANCE, ENDING (7,511,083) \$ - \$ \$ -

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	EAR TO DATE BUDGET	YE	EAR TO DATE ACTUAL	ARIANCE (\$) AV(UNFAV)	 DEC-19 ACTUAL
REVENUES							
Interest - Investments	\$ 5,163	\$	1,290	\$	2,550	\$ 1,260	\$ 571
Special Assmnts- Tax Collector	516,263		413,011		393,063	(19,948)	368,639
Special Assmnts- Prepayment	-		-		108,698	108,698	48,065
Special Assmnts- CDD Collected	25,465		25,465		1,316	(24,149)	-
Special Assmnts- Discounts	(20,651)		(16,521)		(15,666)	855	(14,669)
TOTAL REVENUES	526,240		423,245		489,961	66,716	402,606
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	 10,325		8,260		7,548	 712	 7,079
Total Administration	 10,325		8,260		7,548	 712	 7,079
Debt Service							
Principal Debt Retirement A-1	130,000		-		-	-	-
Principal Debt Retirement A-2	75,000		-		-	-	-
Prepayments Series A-2	-		-		105,000	(105,000)	-
Interest Expense Series A-1	194,513		97,257		97,256	1	-
Interest Expense Series A-2	 112,613		56,307		51,773	 4,534	 -
Total Debt Service	 512,126		153,564		254,029	 (100,465)	 -
TOTAL EXPENDITURES	522,451		161,824		261,577	(99,753)	7,079
Excess (deficiency) of revenues							
Over (under) expenditures	 3,789		261,421		228,384	 (33,037)	 395,527
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	3,789		-		-	-	-
TOTAL FINANCING SOURCES (USES)	3,789		-		-	-	-
Net change in fund balance	\$ 3,789	\$	261,421	\$	228,384	\$ (33,037)	\$ 395,527
FUND BALANCE, BEGINNING (OCT 1, 2019)	(2,386,018)		(2,386,018)		(2,386,018)		
FUND BALANCE, ENDING	\$ (2,382,229)	\$	(2,124,597)	\$	(2,157,634)		

ACCOUNT DESCRIPTION	ADC	NUAL OPTED DGET	TO DATE	YE	AR TO DATE ACTUAL	ANCE (\$) (UNFAV)	DEC-19 ACTUAL
REVENUES							
Interest - Investments	\$	-	\$ -	\$	1	\$ 1	\$ -
TOTAL REVENUES		-	-		1	1	-
EXPENDITURES							
TOTAL EXPENDITURES		-	-		-	-	
Excess (deficiency) of revenues Over (under) expenditures		-	 -		11	 1	
Net change in fund balance	\$	-	\$ -	\$	1	\$ 1	\$
FUND BALANCE, BEGINNING (OCT 1, 2019)		-	-		1,484		
FUND BALANCE, ENDING	\$	-	\$ -	\$	1,485		

Concorde Estates Community Development District

Supporting Schedules

December 31, 2019

Non-Ad Valorem Special Assessments

Osceola County Tax Collector - Monthly Collection Report For the Fiscal Year ending September 2020

							ALLOCATIO	ON BY FUN	D
			DISCOUNT/			GROSS	GENERAL	SERIES 2	011
DATE	NE	ET AMOUNT	(PENALTIES)		ТАХ	AMOUNT	FUND	GROSS	5
RECEIVED	F	RECEIVED	AMOUNT	со	LLECTOR	RECEIVED	001	ASSESSME	NTS
Assessment	ts L	evied FY 202	20			\$1,436,160	\$948,053	\$488	3,108
Allocation %	, D					100.00%	66.01%	33	3.99%
11/08/19		10,562	511		216	11,288	7,452	-	3,836
11/21/19		56,988	2,423		1,163	60,574	39,987),587
12/06/19		931,116	39,588		19,002	989,706	653,335		5,371
12/09/19		2,292	25		47	2,364	1,561		803
12/23/19		87,250	3,548		1,781	92,578	61,114	3′	1,465
TOTAL	\$	1,088,208	\$ 46,094	\$	22,208	\$ 1,156,510	\$ 763,447	\$ 393	3,063
% Collected						81%	81%		81%
TOTAL OU	тэт	ANDING				\$ 279,650	\$ 184,606	\$ 95	5,045

Cash and Investment Report

December 31, 2019

MATURITY	BANK NAME	YIELD	E	BALANCE	
	Bank United	0.00% Subtotal	\$ \$	324,617 324,617	-
	Bank United	1.50%	\$ \$	1,109,954 1,109,954	-
	US Bank US Bank US Bank US Bank US Bank US Bank US Bank US Bank	1.30% 1.30% 1.30% 1.30% 1.30% 1.30% 1.30% 1.30% Subtotal	\$	6 689 109,601 322,813 303,590 108,421 35 1,485 846,640	 (1) (1) (1) (1) (1) (1) (1)
	<u>MATURITY</u>	Bank United Bank United US Bank US Bank US Bank US Bank US Bank US Bank US Bank US Bank US Bank	Bank United0.00% SubtotalBank United1.50%US Bank1.30%US Bank1.30%	Bank United0.00% Subtotal\$Bank United1.50%\$Bank United1.50%\$US Bank1.30%\$US Bank1.30%\$US Bank1.30%US BankUS Bank1.30%US Bank	Bank United 0.00% \$ 324,617 Subtotal \$ 324,617 Bank United 1.50% \$ 1,109,954 Bank United 1.50% \$ 1,109,954 US Bank 1.30% \$ 6 US Bank 1.30% \$ 6 US Bank 1.30% \$ 689 US Bank 1.30% \$ 322,813 US Bank 1.30% 303,590 US Bank 1.30% \$ 108,421 US Bank 1.30% 35 US Bank 1.30% \$ 1,485

Total \$ 2,281,211

NOTE 1 - Invested in Fidelity Govt Portfolio

For the Period from 11/1/2019 to 12/31/2019

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BANK UN	ITED - GF (CHECKING - (ACCT#XXXXX6364)					
CHECK # 53	14						
11/04/19	Vendor	AAA COURT CONSTRUCTION	2115-A	DEPOSIT TENNIS CT RESURFACING	R&M-Parks & Facilities	001-546225-57201	\$2,375.00
						Check Total	\$2,375.00
CHECK # 53							
11/08/19	Vendor	ANAGO OF ORLANDO	59012	11/19 JANITORIAL SERVICE	Clubhouse Cleaning Service G&A	001-552082-57201	\$245.00
						Check Total	\$245.00
CHECK # 53 11/08/19	Vendor	BOYD CIVIL ENGINEERING, INC.	02464	ENG THRU 10/31/19	ProfServ-Engineering	001-531013-51501	\$175.00
11/00/13	Venuor	BOTD CIVIL ENGINEERING, INC.	02404		r loideiv-Liigineening	Check Total	\$175.00
CHECK # 53	17					Check Iolai	\$175.00
11/11/19	Vendor	CONCORDE ESTATES CDD	110419	TRNFR FROM BU MM TO CK	Cash with Fiscal Agent	103000	\$60,000.00
						Check Total	\$60.000.00
CHECK # 53	18						
11/11/19	Vendor	YOUNG QUALLS, P.A.	15900	OCT GEN COUNSEL	ProfServ-Legal Services	001-531023-51401	\$15,766.00
						Check Total	\$15,766.00
CHECK # 53	19						
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	ADMIN FEES	001-531027-51301	\$9,166.67
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	WO 151055	001-549900-57201	\$754.00
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	WORK ORDER 0151054 & 0151053	001-549900-57201	\$1,440.00
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	COPIES	001-549900-57201	\$161.50
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	POSTAGE	001-549900-57201	\$11.50
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	GO DADDY	001-549900-57201	\$88.61
11/14/19	Vendor	INFRAMARK, LLC	45688	OCT 2019 MNGT SRVCS	HOME DEPOT;WALMART;ADT SECURITY	001-549900-57201	\$709.08
						Check Total	\$12,331.36
CHECK # 53							
11/21/19	Employee	BASAM M. ALLI	PAYROLL	November 21, 2019 Payroll Posting		. –	\$369.40
011501/ //	~					Check Total	\$369.40
CHECK # 53 11/21/19		VICTOR CRUZ	PAYROLL	November 21, 2019 Payroll Posting			\$349.40
11/21/19	Employee		FAIRULL	November 21, 2019 Payroli Posung		Check T-4-1	\$349.40
CHECK # 53	22					Check Total	\$349.40
11/21/19	Employee	MICHAEL A. BARBUCK	PAYROLL	November 21, 2019 Payroll Posting			\$369.40
	Lubiolog			To to the second s		Check Total	\$369.40
						Check Iotal	ş309.40

For the Period from 11/1/2019 to 12/31/2019

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 533	23						
11/21/19	Employee	CESAR A. GOYETCHE	PAYROLL	November 21, 2019 Payroll Posting			\$369.40
						Check Total	\$369.40
CHECK # 532 11/21/19		MARTHA MENDEZ-LAND	PAYROLL	Nevember 21, 2010 Devrell Decting			\$369.40
11/21/19	Employee	WARTINA WENDEZ-LAND	PATROLL	November 21, 2019 Payroll Posting		Check Total	\$369.40
CHECK # 53	25					Check Iolar	\$505.40
11/22/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	111819-1	TRFR ASSESMENTS 2011 A-1 SERIES	Due From Other Funds	131000	\$4,911.42
						Check Total	\$4,911.42
CHECK # 532						101000	*
11/22/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	111819-2	TRFR ASSESSMENTS 2011 A-2 SERIES	Due From Other Funds	131000 Check Total	\$2,516.08 \$2.516.08
CHECK # 532	27					Check Total	\$2,570.00
11/26/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	112119-1	TRNFR ASSESS(2011 A-1)	Due From Other Funds	131000	\$13,546.11
						Check Total	\$13,546.11
CHECK # 532							
11/26/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	112119-2	TRNFR ASSESS(2011 A-2)	Due From Other Funds	131000	\$6,939.56
CHECK # 532	20					Check Total	\$6,939.56
11/27/19	Vendor	AAA COURT CONSTRUCTION	2143	FINAL- TENNIS CT RESURFACING	R&M-Parks & Facilities	001-546225-57201	\$2,375.00
						Check Total	\$2,375.00
CHECK # 533	30						
11/27/19	Vendor	SERV US@, LLC	2789	VIDEO SURVEILLANCE SYSTEM	R&M-Clubhouse	001-546015-57201	\$486.62
CHECK # 533						Check Total	\$486.62
11/27/19	Vendor	SERV US@, LLC	112519-DEPOSIT	60% DEPOSIT POE ACCESS CNTRL SYSTEM	Capital Outlay	001-564002-57201	\$16,770.55
		<u>C</u> .				Check Total	\$16,770.55
CHECK # 533	32						
12/06/19	Vendor	INFRAMARK, LLC		NOV 2019 MNGT FEES		001-531027-51301	\$9,166.67
12/06/19	Vendor	INFRAMARK, LLC		NOV 2019 MNGT FEES	FIELD OPERATIONS WO #0151057	001-549900-53985	\$58.00
12/06/19	Vendor	INFRAMARK, LLC		NOV 2019 MNGT FEES		001-549900-53985	\$1,100.00
12/06/19	Vendor	INFRAMARK, LLC		NOV 2019 MNGT FEES	COPIES	001-549900-53985	\$122.10
12/06/19	Vendor	INFRAMARK, LLC		NOV 2019 MNGT FEES		001-549900-53985	\$17.60
12/06/19	Vendor	INFRAMARK, LLC	46468	NOV 2019 MNGT FEES	OFFICE MAX PURCHASES & REC CNTR SUPPLIES	001-549900-53985	\$958.36
						Check Total	\$11,422.73

For the Period from 11/1/2019 to 12/31/2019

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 533	33						
12/06/19	Vendor	LAKE FOUNTAINS AND AERATION, INC	14645	REPLACE CONTROL BOX	R&M-Fountain	001-546032-53801	\$1,214.50
						Check Total	\$1,214.50
CHECK # 53							
12/06/19	Vendor	LEXINGTON POOL & MAINT LLC	5410	SPLASH PAD TIME DELAY CONTACTOR REPR	R&M-Parks & Facilities	001-546225-57201	\$277.50
CHECK # 53:	25					Check Total	\$277.50
12/06/19	Vendor	SAMMY LEE ROMAN	3254	POOL HOUSE PEST CONTROL	Contracts-Pest Control	001-534125-57201	\$125.00
						Check Total	\$125.00
CHECK # 533	36						
12/06/19	Vendor	SITEX AQUATICS, LLC	3311A	NOV LAKE MAINT	R&M Lake & Pond Bank	001-546185-53801	\$865.00
						Check Total	\$865.00
CHECK # 533							
12/06/19	Vendor	YOUNG QUALLS, P.A.	15913	GEN COUNSEL THRU 11/30/19	ProfServ-Legal Services	001-531023-51401	\$7,832.00
						Check Total	\$7,832.00
CHECK # 53: 12/19/19	38 Vendor	BOYD CIVIL ENGINEERING, INC.	02500	10/28-12/1/19 GEN ENGINEERING	ProfServ-Engineering	001-531013-51501	\$1,963.38
12/13/13	Venuor	BOTD OWIE ENGINEERING, ING.	02000		r folder v-Engineering	Check Total	\$1.963.38
CHECK # 533	39					Oneck Total	φ1,003.00
12/19/19	Vendor	CAPITAL LAND MANAGEMENT CORP	207073	NOV LANDSCAPE & IRRIG	Contracts-Landscape	001-534050-53908	\$12,200.00
12/19/19	Vendor	CAPITAL LAND MANAGEMENT CORP	207073	NOV LANDSCAPE & IRRIG	R&M-Irrigation	001-546041-53908	\$800.00
12/19/19	Vendor	CAPITAL LAND MANAGEMENT CORP	207009	10/16 IRRIGATION RPRS	R&M-Irrigation	001-546041-53908	\$504.00
12/19/19	Vendor	CAPITAL LAND MANAGEMENT CORP	207328	INSTALL MULCH	Annual Mulching & Tree Trimming	001-546954-53908	\$19,800.00
						Check Total	\$33,304.00
CHECK # 534							
12/19/19	Vendor	CHURCHILL GROUP HOLDINGS	10780	NOV 2019 POOL/SPA SRVC	Contracts-Pools	001-534078-57201	\$675.00
12/19/19	Vendor	CHURCHILL GROUP HOLDINGS	10728	CHEMICALS	R&M-Pools	001-546074-57201	\$431.93
12/19/19	Vendor	CHURCHILL GROUP HOLDINGS	10800	CHEMICALS	R&M-Pools	001-546074-57201	\$288.20
CHECK # 534						Check Total	\$1,395.13
12/19/19	Vendor	FAST SIGNS	2060-12354	SIGN/GROMMETS	R&M-Pools	001-546074-57201	\$80.00
						Check Total	\$80.00
CHECK # 534	42					encen i star	\$55.00
12/19/19	Vendor	ORLANDO SENTINEL	013136590000	FY 2020 MEETING SCHEDULE	Legal Advertising	001-548002-51301	\$118.75
						Check Total	\$118.75

For the Period from 11/1/2019 to 12/31/2019

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 534	43						
12/19/19	Employee	VICTOR CRUZ	PAYROLL	December 19, 2019 Payroll Posting			\$164.70
						Check Total	\$164.70
CHECK # 534 12/19/19	44 Employee	MICHAEL A. BARBUCK	PAYROLL	December 19, 2019 Payroll Posting			\$184.70
	1.22					Check Total	\$184.70
CHECK # 534							A (A) A
12/19/19	Employee	CESAR A. GOYETCHE	PAYROLL	December 19, 2019 Payroll Posting		Check Total	\$184.70 \$184.70
CHECK # 534	46					Chook rotar	<i>φ</i> /01.70
12/19/19	Employee	MARTHA MENDEZ-LAND	PAYROLL	December 19, 2019 Payroll Posting		_	\$184.70
CHECK # 534	47					Check Total	\$184.70
12/31/19	Vendor	CENTURY LINK	082819-1839 FINAL-A	FINAL BILL	Telephone, Cable & Internet Service	001-541016-57201	\$507.29
						Check Total	\$507.29
CHECK # 534 12/27/19	48 Vendor	CONCORDE ESTATES CDD	121219	TRFR FROM CK TO BU MM	Cash with Fiscal Agent	103000	\$450,000.00
12/2//13	Vendor		121215		odon with riski Agont	Check Total	\$450,000.00
CHECK # 534							
12/30/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	121219	TXFR CDD COLLECTED ASSESS SER 2011 A-2	Due From Other Funds	131000 Check Total	\$1,316.00 \$1,316.00
CHECK # 535	50					Check Total	\$1,310.00
12/30/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	121219-1	TRFR ASSESS SER 2011 A-1	Due From Other Funds	131000	\$219,471.92
						Check Total	\$219,471.92
CHECK # 53: 12/30/19	Vendor	CONCORDE ESTATES C/O U.S. BANK	12/12/19-2	TXFR ASSESS 2011 A-2 DIRECT COLLECTED	Due From Other Funds	131000	\$92,810.49
						Check Total	\$92,810.49
CHECK # 535			0070//				AZ ZZZ AX
12/31/19	Vendor	CAPITAL LAND MANAGEMENT CORP	207344	12/19 IRRIGATION REPAIRS	R&M-Irrigation	001-546041-53908 	\$5,577.00 \$5,577.00
CHECK # 53	53					Check Total	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>
12/31/19	Vendor	CHURCHILL GROUP HOLDINGS	10834	12/19 POOL SERVICE	Contracts-Pools	001-534078-57201	\$675.00
						Check Total	\$675.00

For the Period from 11/1/2019 to 12/31/2019

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 535	54						
12/31/19	Vendor	INNERSYNC STUDIO LTD	18122	10/19 THRU 12/31/19 HOSTING	ProfServ-E-mail maintenance	001-531096-51301	\$388.13
12/31/19	Vendor	INNERSYNC STUDIO LTD	18121	ONBOARDING OF ADA COMPLIANT WEBSITE	ProfServ-E-mail maintenance	001-531096-51301	\$2,075.00
						Check Total	\$2,463.13
CHECK # 535	55						
12/31/19	Vendor	SITEX AQUATICS, LLC	3166B	12/19 LAKE MAINT	Contracts-Ponds	001-534089-53801	\$865.00
						Check Total	\$865.00
ACH #DD162	2						
11/15/19	Vendor	KUA - ACH	102419 ACH	9/18-10/17/19 UTILITY SRVCS	Electricity - Rec Center	001-543040-53100	\$911.57
11/15/19	Vendor	KUA - ACH	102419 ACH	9/18-10/17/19 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53100	\$5,539.42
11/15/19	Vendor	KUA - ACH	102419 ACH	9/18-10/17/19 UTILITY SRVCS	Electricity - General	001-543006-53100	\$529.80
						ACH Total	\$6,980.79
ACH #DD163	;						
11/15/19	Vendor	TOHO WATER AUTHORITY - ACH	101616 ACH	9/16-10/16/19 UTILITY SRVCS	Utiltiy-Water	001-543018-53601	\$4,312.25
						ACH Total	\$4,312.25
ACH #DD164	Ļ						
11/24/19	Vendor	KUA - ACH	110619-6180 ACH	10/10-11/06/19 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53100	\$4,315.61
						ACH Total	\$4,315.61
ACH #DD165	i						
11/25/19	Vendor	BRIGHT HOUSE NETWORKS - ACH	026041204110919 ACH	11/8-12/7/19 0050260412-04 TV,INT,PHN	Telephone/Fax/Internet Services	001-541009-57201	\$126.45
						ACH Total	\$126.45
ACH #DD166	i						
11/24/19	Vendor	KUA - ACH	112219 ACH	10/17/19-11/15/19 UTILITY SRVCS	Electricity - Rec Center	001-543040-53100	\$776.01
11/24/19	Vendor	KUA - ACH	112219 ACH	10/17/19-11/15/19 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53100	\$5,543.56
11/24/19	Vendor	KUA - ACH	112219 ACH	10/17/19-11/15/19 UTILITY SRVCS	Electricity - General	001-543006-53100	\$571.07
						ACH Total	\$6,890.64
ACH #DD167	,						
12/16/19	Vendor	TOHO WATER AUTHORITY - ACH	111619 ACH	10/16/19-11/16/19 UTILITY SRVCS	Utiltiy-Water	001-543018-53601	\$6,735.40
						ACH Total	\$6,735.40
ACH #DD168	5						
11/29/19	Vendor	ADT SECURITY CORP - ACH	739459978 ACH	11/28/19-12/27/19 SECURITY	Misc-Contingency	001-549900-53985	\$55.89
						ACH Total	\$55.89
ACH #DD169)						
12/25/19	Vendor	BRIGHT HOUSE NETWORKS - ACH	026041204120919 ACH	ACCT# 0050260412-04 12/8-1/7/20	Telephone, Cable & Internet Service	001-541016-57201	\$126.45
						ACH Total	\$126.45

For the Period from 11/1/2019 to 12/31/2019

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD171							
12/27/19	Vendor	KUA - ACH	120919 ACH	11/6/19-12/9/19 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53100	\$4,294.43
						ACH Total	\$4,294.43
						Account Total	\$1,007,105.23
CHECK # 634		• (ACCT#XXXXX6402) CONCORDE ESTATES CDD	110419 CORR	TRANFR CORRECTION FOR WRNG ACCNT	Cash with Fiscal Agent	103000	\$60,000.00
						Check Total	\$60,000.00
						Account Total	\$60,000.00
						Total Amount Paid	\$1,067,105.23

Notes to the Financial Statements December 31, 2019

Financial Overview / Highlights

- Assessments receivable includes outstanding assessments due from prior fiscal years.
- ▶ Due To/From Other Funds-Assessments were transferred between funds in January.
- ▶ Revenue Bonds Payable-Current represents series 2004 and 2011B matured principal and accrued interest.

Variance Analysis

Account Name	YTD Budget	YTD Actual	% of Budget	Explanation
Expenditures				
Administrative				
Payroll-Board of Supervisors	\$13,000	\$5,000	38%	Five member board payroll for meeting attendance.
FICA Taxes	\$995	\$383	38%	Payroll taxes.
ProfServ-Engineering	\$8,000	\$2,138	27%	Boyd Civil Engineering provides general engineering services.
ProfServ-Legal Services	\$25,000	\$29,632	119%	Young Qualls provides general, Avex collection and bond matters.
ProfServ-Trustee Fees	\$10,775	\$7,615	71%	Series 2011 trustee services provided by U.S. Bank.
Insurance-General Liability	\$6,325	\$6,593	104%	EGIS general liability, public officials insurance and auto.
Flood Control/Stormwater Mgmt				
R&M-Fountain	\$1,200	\$1,215	101%	Replaced control box.
Other Physical Environment				
R&M-Irrigation	\$8,500	\$6,081	72%	Irrigation repairs provided by Capital Land Mgmt Corp.
Parks and Recreation				
Telephone, Cable & Internet Services	\$2,820	\$887	31%	Brighthouse monthly TV, phone and internet services and final payment to Century Link.
R&M-Parks and Facilities	\$13,300	\$6,546	49%	Tennis court resurfacing, gate, splash pad contact repair.
Capital Outlay - Other	\$0	\$65,697		Playground equipment and access control system.