

# Blackburn Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

Phone 407-723-5900; Fax 407-723-5901

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

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The meeting of the Board of Supervisors for the **Blackburn Creek Community Development District** will be held **Wednesday, December 14, 2022, at 12:00 p.m.** located at **5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 792 560 599 #**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
  1. Administer Oath of Office to Newly Elected Supervisors
  2. Consideration of Resolution 2023-01, Election of Officers

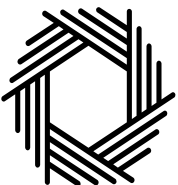
### **General Business Matters**

3. Consideration of the Minutes of the November 9, 2022, Board of Supervisors' Meeting
4. Update of Stormwater Structures Piping Inspection
5. Review and Consideration of Proposal from Aqualis for Stormwater Drains
6. Update from MBS Capital Markets pertaining to Bond Market
7. Update of Capital Projects Turnover and Completion Status
8. Ratification of Requisitions 2015-91, 2018-126, 2019-109, 2019-110, 2019-111
9. Ratification of Payment Authorization 186-187
10. Review of District Financial Statements

### **Other Business**

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
- Audience Comments
- Supervisors Requests

### **Adjournment**



**pfm**

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Oath of Office

**BLACKBURN CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

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

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of The Blackburn Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Resolution 2023-01,  
Election of Officers

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
BLACKBURN CREEK COMMUNITY DEVELOPMENT DISTRICT  
ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING  
FOR AN EFFECTIVE DATE**

**WHEREAS**, the BLACKBURN CREEK COMMUNITY DEVELOPMENT DISTRICT (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

Section 1. \_\_\_\_\_ is elected Chairman.

Section 2. \_\_\_\_\_ is elected Vice Chairman.

Section 3. \_\_\_\_\_ is elected Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

Section 4. \_\_\_\_\_ is elected Treasurer.

Section 5. \_\_\_\_\_ is elected as Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 14th DAY of December, 2022**

**ATTEST:**

**BLACKBURN CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Minutes of the November 9, 2022  
Board of Supervisors' Meeting

**MINUTES OF MEETING**

**BLACKBURN CREEK COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING MINUTES**

**Wednesday, November 9, 2022, at 11:30 a.m.  
5800 Lakewood Ranch Blvd., Sarasota, FL 34240**

Board Members Present via Speaker or in Person:

Kevin Johnson	Chairperson	
Jerald Dell	Vice Chairperson	(via phone)
David Trast	Assistant Secretary	
Kirk Fegley	Assistant Secretary	
Pete Williams	Assistant Secretary	

Also Present via Speaker or in Person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	(via phone)
Venessa Ripoll	District Manager- PFM Group Consulting LLC	(via phone)
Jorge Jimenez	ADM- PFM Group Consulting LLC	(via phone)
Rick Montejano	Accountant - PFM Group Consulting LLC	(via phone)
Bill Conerly	District Engineer- Kimley-Horn	(via phone)
Pam Curran	Developer	
Ed Vogler	Vogler Ashton, PLLC	(via phone)
John Blakley	Audience Member	
John McKay	Audience Member	
Jen Villareal		
David Gomez		

**FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order and Roll Call**

The Board of Supervisors' Meeting for the Blackburn Creek CDD was called to order at 11:32 a.m. by Mr. Williams and he proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speaker phone.

**Public Comment Period**

There were no public comments.

**SECOND ORDER OF BUSINESS**

**General Business Matters**

**Consideration of the Minutes of the  
October 12, 2022, Board of Supervisors'  
Meeting**

The Board reviewed Minutes of the October 12, 2022, Board of Supervisors' Meeting. There was a minor change suggested to the minutes concerning District Counsel.

ON MOTION by Mr. Johnson seconded by Mr. Trast, with all in favor, the Board approved the Minutes of the October 12, 2022, Board of Supervisors' Meeting as amended.

#### **Update of Stormwater Structures Piping Inspection**

Mr. Gomez let the Board know that the company in charge of the storm TV inspections Sewer Viewer have been hard to reach since they are based out of Fort Myers, but they continue to follow up with them. The Board requested a schedule once the company had been contacted.

#### **Discussing pertaining to the Transfer of Infrastructure to the HOA**

Mr. Williams reviewed the email sent from District Counsel to Ms. Carvalho concerning public infrastructure improvement. He also expressed that publicly funded infrastructure cannot be transferred to a private entity. Mr. Vogler expressed that he was only aware of this item when presented with the agenda. Further clarification will be needed.

#### **Update of Capital Projects Turnover and Completion Status**

Mr. Gomez stated that they are working on the final reimbursements for the remaining 3 bond issuances and will be preparing for the final close out soon within the week. It was requested that this information be circulated to Mr. Johnson.

#### **Ratification of Payment Authorization 185**

Ms. Carvalho requested a motion to ratify payment authorization 185.

ON MOTION by Mr. Williams seconded by Mr. Fegley, with all in favor, the Board ratified Payment Authorization 185.

#### **Review of District Financial Statements**

The Board reviewed the Financial Statements.



ON MOTION by Mr. Johnson seconded by Mr. Trast, with all in favor, the Board approved the District Financial Statements.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –** No report.

**District Engineer –** No report.

**District Manager –** Ms. Carvalho noted the next meeting is scheduled for December 14, 2022. She suggested to the Board that they change the time that the Board meets for meetings from 11:30 a.m. to 12:00 p.m.

ON MOTION by Mr. Johnson seconded by Mr. Fegley, with all in favor, the Board approved changing the time of the meetings from 11:30 a.m. to 12:00 p.m.

**FOURTH ORDER OF BUSINESS**

**Audience Comments and Supervisor Requests**

Mr. Williams mentioned that there were 3 seats up for election and each candidate ran unopposed. Jerald Dell will assume seat 2, Kevin Johnson will assume Seat 3, and Paul Fisher will assume Seat 4. They will be eligible to apply for quorum as of November 22, 2022. There was discussion concerning the irrigation pump and Blackburn Water Conservation. This item was not a CDD matter. No action was necessary on behalf of the CDD.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

There was no additional business to discuss. Ms. Carvalho requested a motion to adjourn.

ON MOTION by Mr. Johnson, seconded by Mr. Trast, with all in favor, the November 9, 2022, Meeting of the Board of Supervisors of the Blackburn Creek Community Development District was adjourned at 11:47 a.m.

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

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

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Stormwater Structures Piping Inspection

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Aqualis Proposal for Stormwater Drains

## Services Proposed For: PFM Group

PFM Group  
 Blackburn Creek CDD  
 Deland Rd.  
 Venice, FL 34293

Internal RO#: 15091

## Driver for Corrective Action

 Attention Needed

 Action Needed

 Action Required



*Function/Safety: Removal of accumulated sediment and debris from multiple curb inlets and stormwater conveyance lines*

## Summary of Issues

This proposal results from a client request to assess and repair blockages to a stormwater conveyance line at Blackburn Creek CDD. The client contacted AQUALIS regarding multiple curb and yard inlets along Deland rd. that continuously flood during rain events. Each inlet, along with the underground conveyance line, were found to have approximately 14 inches of accumulated sediment, pine straw, and additional debris. Further investigation into site drainage plans found that the stormwater conveyance line discharge into the pond west of Deland Rd. In order to properly jet and vacuum accumulated matter from the stormwater structures; the conveyance line must be plugged at the 36-inch pipe mark. This will prevent sediment and debris within the conveyance lines finding its way into the adjacent pond.

AQUALIS proposes to jet and vacuum accumulated matter within each curb inlet, yard inlet, and underground conveyance line once all structures are dewatered and the line is plugged. Removal of accumulated matter should clear obstructions within the stormwater conveyance lines to alleviate flooding concerns. Vacuumed matter should be disposed at an appropriate facility.

## Root Cause

Client request; complete required SCM inspection

## Scope of Work

AQUALIS shall provide the Services and Deliverable(s) as follows:

- Mobilize all equipment and labor to the site.
- Install necessary BMPs, barricades, and signage as needed.
- Remove standing water from stormwater inlets and conveyance lines
  - Utilize pump to dewater inlets and conveyance lines
  - Route dewatering into west pond
- Install conveyance line plug
  - Install plug at 36-inch conveyance pipe
- Jet/Vac accumulated sediment and debris
  - Jet accumulated material within stormwater inlets and conveyance lines
  - Enter stormwater system at access points for each inlet (5)
    - Remove manhole covers as needed

- Vacuum clean jetted material
- Vacuum stormwater conveyance lines and each inlet structure (5)
- Remove hoses and plug from stormwater conveyance lines
- Reinstall manhole covers
- Perform general site cleanup
- Demobilize
- Dispose of waste at an appropriate facility

## Special Project Notes

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- This proposal is good for 30 days
- This cost does not include CCTV investigation
- This cost includes jet/vac cleaning of the outlined conveyance lines and inlet structures only

**Total Cost: \$15,806.45**

This Work Order is issued pursuant to that certain Master Services Agreement, by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and the Client, dated 12/8/2022 (the “Agreement”). Capitalized terms used and not defined in this Work Order shall have the meaning set forth in the Agreement.

This scope of work is confidential to AQUALIS, PFM Group and their respective representatives. Without the prior written consent of AQUALIS, PFM Group shall not, and shall not permit any of its representatives to, disclose to any person: (a) the existence or contents of this scope of work; (b) the fact that investigations, discussions, or negotiations are taking or have taken place concerning a transaction by AQUALIS and PFM Group, including the status thereof; or (c) any terms, conditions, or other matters relating to this scope of work.

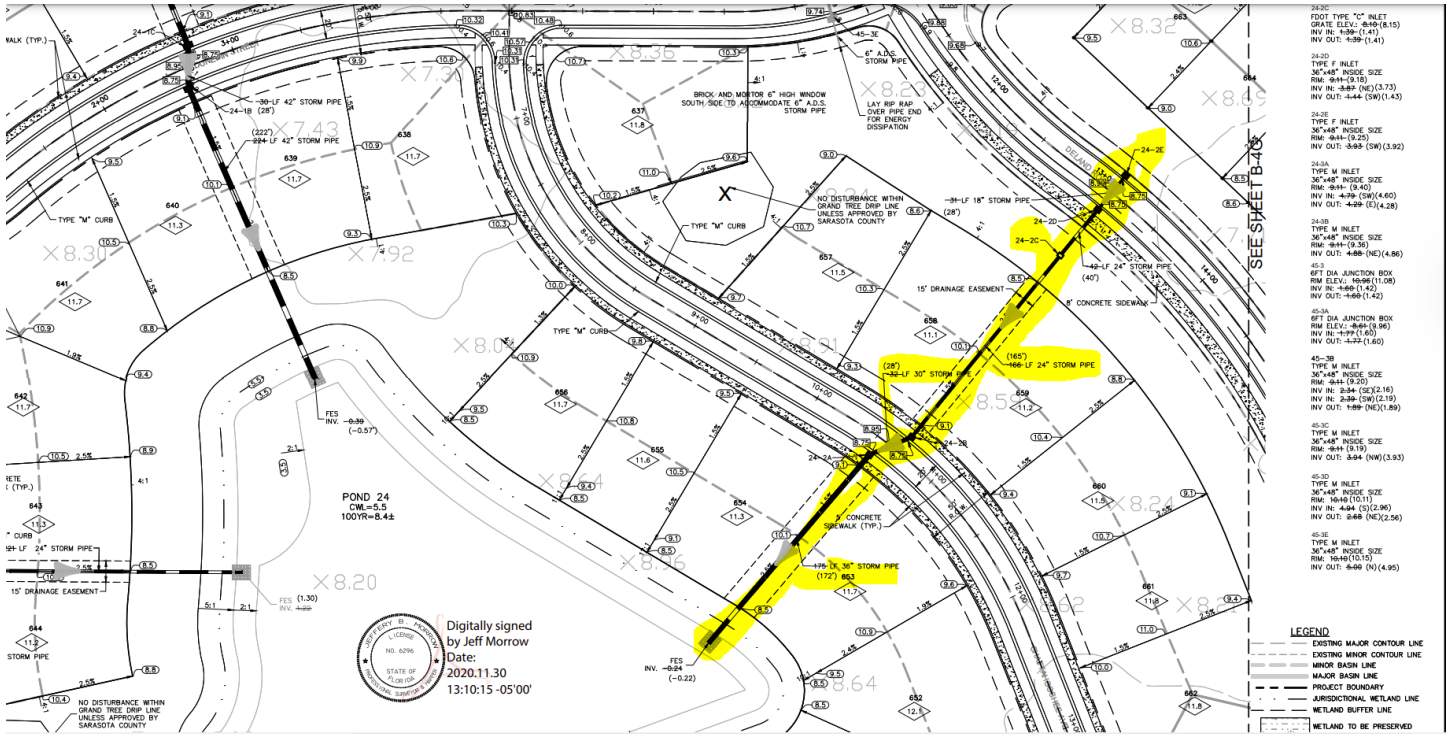
Signed \_\_\_\_\_  
PFM Group authorized signature

Date \_\_\_\_\_

Signed Anthony Villedrouin  
AQUALIS authorized signature

Date 12/8/2022





- 2400 FDOT TYPE "C" INLET  
GRDE ELEV: 849(8.15)  
INV IN: 839(1.41)  
INV OUT: 799(1.41)
- 2405 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838 (SW)(2.73)  
INV OUT: 844 (SW)(1.43)
- 242E TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 848 (SW)(3.92)  
INV OUT: 848 (SW)(3.92)
- 243A TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838 (SW)(2.73)  
INV OUT: 848 (SW)(4.28)
- 243B TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 848 (NE)(4.86)  
INV OUT: 848 (NE)(4.86)
- 65T DIA JUNCTION BOX  
RM ELEV: 848(1.08)  
INV IN: 848(1.42)  
INV OUT: 848(1.42)
- 65T DIA JUNCTION BOX  
RM ELEV: 848(1.08)  
INV IN: 848(1.42)  
INV OUT: 848(1.42)
- 45-38 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838 (SW)(2.73)  
INV IN: 838 (SW)(2.73)  
INV OUT: 848 (NE)(1.89)
- 45-39 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 844 (SW)(2.96)  
INV OUT: 848 (NE)(2.96)
- 45-3E TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 844 (SW)(2.96)  
INV OUT: 848 (NE)(2.96)
- 45-3D TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 844 (SW)(2.96)  
INV OUT: 848 (NE)(2.96)
- 45-3E TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 844 (SW)(2.96)  
INV OUT: 848 (NE)(2.96)

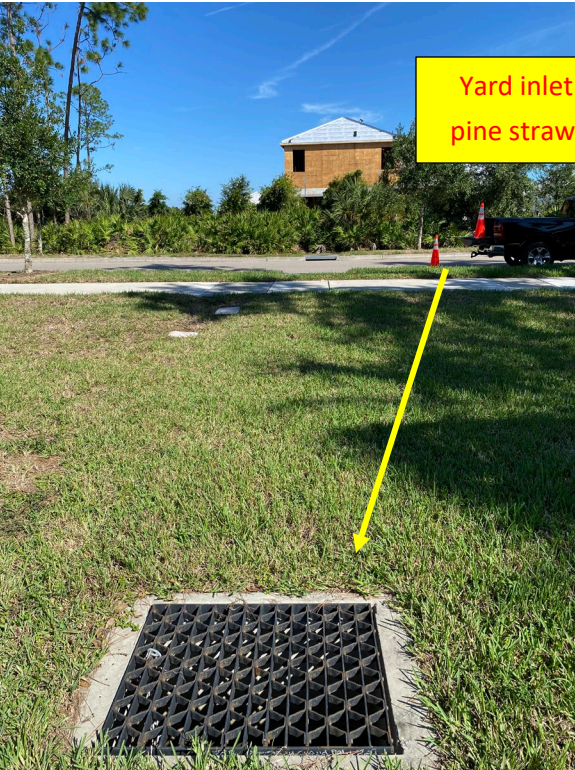
Digitally signed  
by Jeff Morrow  
Date: 2020.11.30  
13:10:15 -05'00'

- LEGEND**
- EXISTING MAJOR CONTOUR LINE
  - EXISTING MINOR CONTOUR LINE
  - MINOR BASIN LINE
  - MAJOR BASIN LINE
  - PROJECT BOUNDARY
  - JURISDICTIONAL WETLAND LINE
  - WETLAND BUFFER LINE
  - WETLAND TO BE PRESERVED

Curb inlets along Deland Rd.



Yard inlet filled with pine straw and debris







Standing water and debris within curb inlets





## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this “*Agreement*”) is effective as of December 8, 2022 (the “*Effective Date*”), by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and PFM Group (the “*Client*”).

1. **WORK.** AQUALIS shall perform certain Work for Client (the “*Work*”) as set forth in one or more work orders or proposals in the form of the Proposals hereto (each a “*Work Order*”). All Work Orders issued under this Agreement and all Work performed pursuant to Work Orders shall be subject to the terms of this Agreement and any conflict in terms shall be resolved in favor of the Work Order. Client may, upon written agreement by AQUALIS, request AQUALIS to make changes in the scope of the Work, provided that if any requested changes cause an increase in the cost or time required for the performance and delivery, Client shall execute an agreement, in form and substance satisfactory to AQUALIS, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

2. **ACCESS AND AUTHORIZATION.** Client shall provide AQUALIS with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client’s change in schedule or delays in obtaining access to the property or required documentation, authorizations or permits, in each case, may result in additional fees.

3. **STANDARDS; WARRANTY.** AQUALIS will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless otherwise specified in the applicable Work Order, AQUALIS warrants that the Work will be free from material defects in parts and workmanship for a period of one (1) year from the date of completion of the Work. AQUALIS does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in this section or in the Work Order and AQUALIS hereby disclaims all other warranties, express or implied. Client agrees to defend, indemnify and hold AQUALIS harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to the attention of AQUALIS and correctly shown on the plans furnished to AQUALIS.

4. **TERM; TERMINATION.** This Agreement will become effective on the Effective Date and will continue until terminated in accordance with this Agreement. Either party may, at any time, terminate any Work Order or this Agreement, in whole or in part, for any reason or no reason at all, upon thirty (30) calendar days’ prior written notice to the other party. Termination of this Agreement in its entirety will, automatically and without further notice, be deemed a termination of all outstanding Work Orders unless otherwise specifically stated in the applicable termination notice. Subject to the terms of this Agreement. Each party shall also have the right to terminate this Agreement or any Work Order, or any portion thereof effective immediately upon delivery of a termination notice (or at such future date as may be set forth in such termination notice), if the other: (i) materially violates any of the terms or provisions of this Agreement and such violation, if of a type that can be cured, is not cured within fourteen (14) business days of written notice of such violation, or (ii) becomes insolvent or declares bankruptcy, or the terminating party reasonably believes the non-terminating party is reasonably likely to become insolvent, declare bankruptcy, or be subject to any other similar proceedings or otherwise fail to timely pay any amounts owed

5. **PAYMENT.** Payment for the Work shall be made by Client in accordance with and at the times set forth in the applicable Work Order. Unless otherwise stated on applicable work order, payment terms shall be 15 days for preventative maintenance and inspection work or 30 days for repair, vac, hydro-excavation and CCTV work, from date of service. The provisions of this Section 5 and the payment provisions of the applicable Work Order(s) shall survive any expiration or termination of this Agreement.

6. **INDEMNIFICATION.** To the fullest extent allowed by law, Client shall defend, indemnify, and hold harmless AQUALIS and its affiliates, and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (collectively, the “*Indemnified Parties*”), from and against any and all liabilities, damages, judgments, obligations, claims, demands, losses, causes of action, settlements, deficiencies, assessments, awards, expenses, fines, costs, and penalties, including, without limitation, court costs and attorneys’ fees, consultants’ fees, and other fees and disbursements incident thereto of any nature whatsoever (whether based on tort, breach of contract, product liability, patent, copyright, or other proprietary rights infringement, or otherwise) (collectively “*Losses*”), arising directly or indirectly from or out of: (i) any act or omission of Client and/or its affiliates and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (each a “*Client Party*”, and collectively the “*Client Parties*”); (ii) any failure of any Client Party to obtain any necessary permits licenses, consents or authorizations to be obtained by Client in accordance with this Agreement; or (iii) any other failure of Client or any other Client Party to comply with the terms of this Agreement (including any Work Order).

7. **LIMITATION OF DAMAGES.** Except as set forth in Section 2 and Section 3, in no event shall either party be liable to the other in contract or tort, including negligence and strict liability, for consequential, incidental, punitive, indirect, or special damages of any kind or character, including, without limitation, any delay damages, lost opportunity damages or lost revenues/profits, incurred by Client or its affiliates, customers, agents, or employees in connection with this Agreement. In no event shall AQUALIS be liable to any person for damages in excess of the aggregate amount paid by Client to AQUALIS under the applicable Work Order.

8. **INDEPENDENT CONTRACTOR** It is understood and agreed that AQUALIS is acting as an independent contractor in the performance of the Work. Nothing herein contained shall be deemed to create an employment, agency, partner, or joint venture relationship between AQUALIS and Client.

9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not, directly or indirectly, for the Client’s own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of personnel of AQUALIS who have performed services under this Agreement, without the express written consent of AQUALIS.

in accordance with the terms of this Agreement or the applicable Work Order.

**10. CONFIDENTIAL INFORMATION.** Client agrees to keep the specific terms and conditions of this Agreement confidential and not to disclose such information to any other person or entity and such terms and conditions of this Agreement shall be included in the term "Confidential Information" (defined below). Client may, during the course of Client's engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems, or other information relating to AQUALIS, or its parents, related, affiliated or subsidiary companies, which may not be accessible or known to the general public (the "**Confidential Information**"). Any such knowledge acquired by Client shall be kept confidential and shall not be used, published, or divulged by Client to any other person, firm, or entity, or in any advertising or promotion regarding Client or the Work, or in any other manner or connection whatsoever, without first having obtained the prior written permission of AQUALIS, which permission AQUALIS may withhold in its sole discretion. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

**11. NOTICES.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) upon confirmation of facsimile or delivery of e-mail, (ii) one (1) business day following the date sent when sent by overnight delivery and (iii) five (5) business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid at the following address:

If to AQUALIS:

New Restoration and Recovery Services, LLC

d/b/a AQUALIS

2510 Meridian Parkway

Durham, NC 27713

Attention: Richard Matero, Chief Executive Officer

Email: [rmatero@aqualisco.com](mailto:rmatero@aqualisco.com)

If to the Client, to the address set forth on the signature page hereto.

Either party may change its respective address for notice by providing the other party with written notice of such change in accordance with this Section 11.

**12. ASSIGNMENT; AMENDMENT; BENEFIT; BINDING EFFECT.** Except as provided in this paragraph, neither party shall assign this Agreement, any Work Order, or any interest in them without the other party's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that AQUALIS, in its sole discretion and without Client's consent, may assign this Agreement or Work Order to a subsidiary, affiliate or lender. This Agreement (including all Work Orders) shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and permitted assigns. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly signed by both parties.

**13. GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of North Carolina (without giving effect to its choice of law or conflict of laws principles).

**14. WAIVER OF JURY TRIAL.** Client and AQUALIS irrevocably waive their respective rights to trial by jury on any action, proceeding, or counterclaim, whether at law or in equity, brought by either Client or AQUALIS.

**15. SURVIVAL OF PROVISIONS.** The expiration or termination of this Agreement or any Work Order shall not affect the provisions, and the rights and obligations set forth therein, which either (i) by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination, or (ii) must survive to give effect to the provisions.

**16. COUNTERPARTS.** This Agreement and any Work Orders may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement and any Work Orders may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.

**17. NON-WAIVER.** If either party fails to give notice or enforce any right under this Agreement, or any Work Order, the failure shall not constitute a waiver of the right, unless the parties reduce the waiver to writing and the waiving party signs the writing. If a party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.

**18. EXCUSE OF PERFORMANCE.** No liability for breach of this Agreement will result from a reasonable delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party failing to perform or whose performance is delayed including, but not limited to, war, governmental regulations or control, insurrection, pandemics, riot, fire, explosion, flood, sabotage, inability to obtain any material or Work, acts of God, or any other cause beyond the reasonable control of the party failing to perform or whose performance is delayed.

**19. AUTHORITY; NO THIRD PARTY BENEFICIARIES.** The parties each represent that the individuals executing this Agreement have the authority to bind the entities on behalf of which they sign. The rights and remedies of each party are cumulative and not exclusive of any rights and remedies which that party would otherwise have at law or in equity. No third party beneficiaries are created by this Agreement or Work Order, except for the Indemnified Parties. To the extent allowed by law; if any provision of this Agreement or Work Order is determined by law to be unenforceable, the remainder may be enforced.

**20. ENTIRE AGREEMENT.** This Agreement (including all Work Orders) contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement (including all Work Orders) alone sets forth the terms on which the parties have mutually agreed.

{Signatures on following page(s)}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

NEW RESTORATION AND RECOVERY SERVICES, LLC  
D/B/A AQUALIS

By: \_\_\_\_\_  
Name: Richard Matero  
Title: Chief Executive Officer

CLIENT  
PFM Group

By: \_\_\_\_\_  
Name:  
Title:

Client Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

MBS Capital Markets Update

## Jorge Orsini

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**From:** Vivian Carvalho  
**Sent:** Thursday, December 8, 2022 12:26 PM  
**To:** Rhonda Mossing  
**Cc:** Ed Bulleit; Kendall Bulleit; Jorge Orsini; Venessa Ripoll  
**Subject:** RE: Blackburn Creek CDD  
**Attachments:** MMD 1.3.22 thru 12.6.22.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Rhonda- Thank you for the update.

In copying – Jorge when we revise the Agenda on Monday, please include the below email and the attached document as an item for the Board’s review.

Thanks,

Vivian Carvalho  
District Manager

PFM Group Consulting, LLC  
[Carvalhov@pfm.com](mailto:Carvalhov@pfm.com) | **Phone** 407-723-5900 | **Fax** 407-723-5901 | **Web** pfm.com  
3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817



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**From:** Rhonda Mossing <rhonda.mossing@mbscapitalmarkets.com>  
**Sent:** Thursday, December 8, 2022 10:35 AM  
**To:** Vivian Carvalho <carvalhov@pfm.com>  
**Cc:** Ed Bulleit <ebulleit@mbscapitalmarkets.com>; Kendall Bulleit <kbulleit@mbscapitalmarkets.com>  
**Subject:** Blackburn Creek CDD

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Good morning Vivian. Hope you’re doing well. I wanted to give you an update on the refunding bonds for your Board Meeting on 12/14. We continue to monitor the market and while it has improved, see attached mmd chart, it hasn’t improved enough to make a refunding of the District’s bonds economical. We’re all looking forward to improvements in 2023. We will continue to monitor and keep you posted. In the interim, wishing you and the Board and Staff Happy Holidays.

Best Regards,

#

Ukqg# r qj#



#



**MBS CAPITAL MARKETS, LLC**

Managing Partner

1005 Bradford Way

Kingston, TN 37763

P: (865) 717-0303

F: (865) 717-0505

C: (865) 603-5097

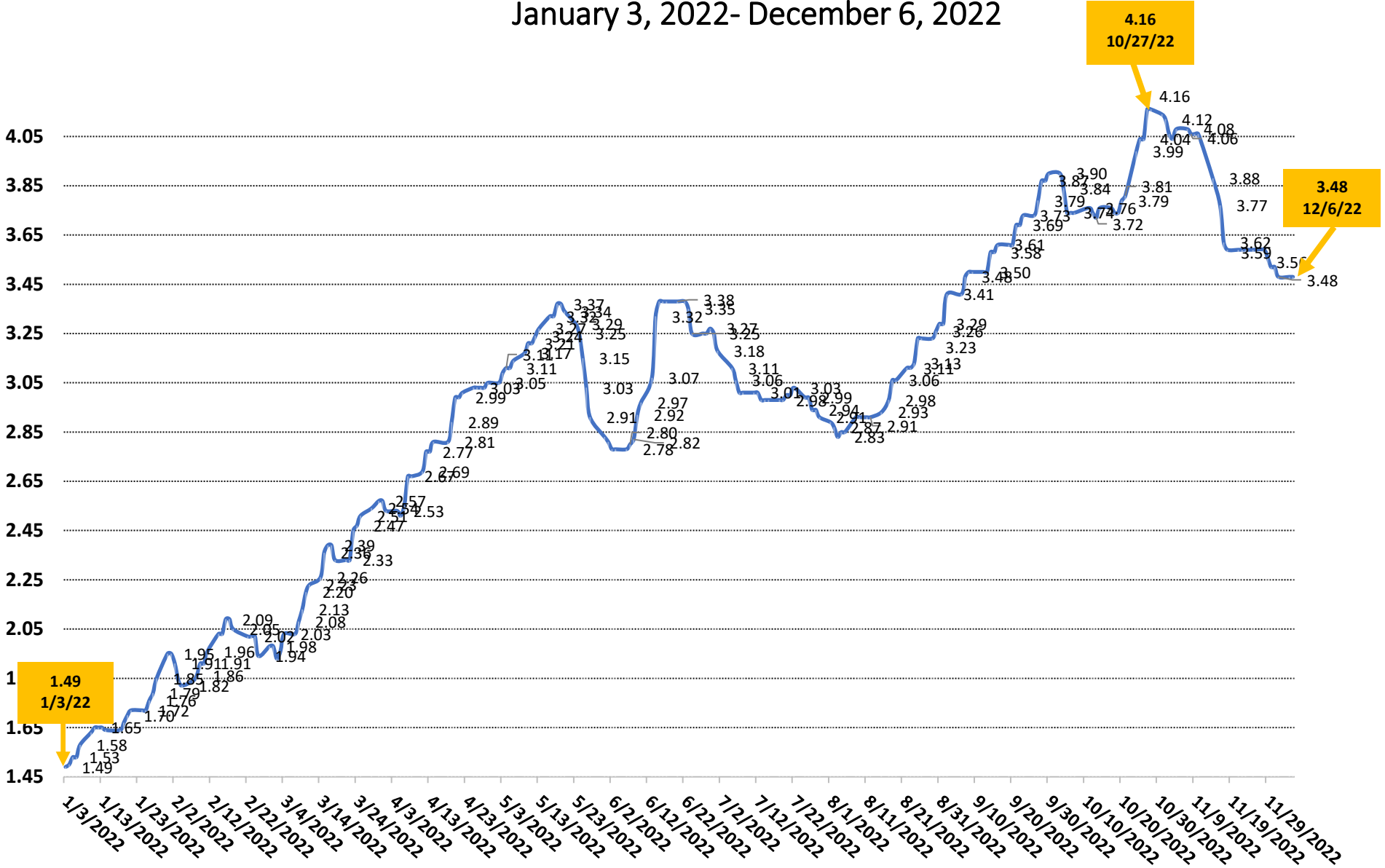
E: [rhonda.mossing@mbscapitalmarkets.com](mailto:rhonda.mossing@mbscapitalmarkets.com)

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Member: FINRA & SIPC

# 30-YEAR MMD

## January 3, 2022- December 6, 2022



**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Capital Projects Turnover  
and Completion Status

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Requisitions 2015-91, 2018-126,  
2019-110, 2019-111

# Blackburn Creek Community Development District

## FORM OF REQUISITION FOR 2015 CAPITAL IMPROVEMENT PLAN

The undersigned, an Authorized Officer of Blackburn Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2013 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of October 1, 2015 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **2015-91**
- (B) Name of Payee: **Neal Communities of Southwest Florida  
5800 Lakewood Ranch Blvd.  
Sarasota, FL 34240**
- (C) Amount Payable: **Balance of the Construction Account not  
to exceed \$400,349.95**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Payment for Services Related to the Professional Fees, Design and Permitting as identified in the Supplemental Engineer's Report for the 2nd Bond Issuance for the Blackburn Creek Community Development District.**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2015 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2015 Capital Improvement Plan and represents a Cost of the 2015 Capital Improvement Plan, and has not previously been paid] OR [the requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it shall be signed by the Consulting Engineers certifying approval of this requisition and that this disbursement is for a Cost of the Series 2015 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2015 Project with respect to which such disbursement is being made; and (ii) the report of the Consulting Engineer attached as an Exhibit A to the First

## **Blackburn Creek Community Development District**

Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Authorized Officer

# Blackburn Creek Community Development District

## CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, or for payment of capitalized interest, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2015 Capital Improvement Plan, which Cost does not exceed the amount specified for the category of improvement as set forth on Exhibit D to the Second Supplemental Indenture, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding 2015 Capital Improvement Plan segment and portion of the 2015 Capital Improvement Plan with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

*William E. Conerly*

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Consulting Engineer

# Blackburn Creek Community Development District

## FORM OF REQUISITION FOR 2018 CAPITAL IMPROVEMENT PLAN

The undersigned, an Authorized Officer of Blackburn Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2013 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of March 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **2018-126**
- (B) Name of Payee: **Neal Communities of Southwest Florida  
5800 Lakewood Ranch Blvd.  
Sarasota, FL 34240**
- (C) Amount Payable: **Balance of the construction account not to exceed \$461,695.52**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Payment for Services Related to the Professional Fees, Design and Permitting as identified in the Supplemental Engineer's Report for the 3rd Bond Issuance for the Blackburn Creek Community Development District.**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Capital Improvement Plan and represents a Cost of the 2018 Capital Improvement Plan, and has not previously been paid] OR [the requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it shall be signed by the Consulting Engineers certifying approval of this requisition and that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018 Project with respect to which such disbursement is being made; and (ii) the report of the Consulting Engineer attached as an Exhibit A to the First



## **Blackburn Creek Community Development District**

Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**



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

Authorized Officer

# Blackburn Creek Community Development District

## CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, or for payment of capitalized interest, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Capital Improvement Plan, which Cost does not exceed the amount specified for the category of improvement as set forth on Exhibit D to the Third Supplemental Indenture, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding 2018 Capital Improvement Plan segment and portion of the 2018 Capital Improvement Plan with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

*William E. Conerly*

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Consulting Engineer

# **Blackburn Creek Community Development District**

## **FORM OF REQUISITION FOR 2019 CAPITAL IMPROVEMENT PLAN**

The undersigned, an Authorized Officer of Blackburn Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2013 (the "Master Indenture"), as amended and supplemented by the Fourth Supplemental Trust Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **2019-109**
- (B) Name of Payee: **Neal Communities of Southwest Florida  
5800 Lakewood Ranch Blvd.  
Sarasota, FL 34240**
- (C) Amount Payable: **\$177,631.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Payment for Services Related to the Professional Fees, Design and Permitting as identified in the Supplemental Engineer's Report for the 4<sup>th</sup> Bond Issuance for the Blackburn Creek Community Development District.**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2019 Capital Improvement Plan and represents a Cost of the 2019 Capital Improvement Plan, and has not previously been paid] OR [the requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it shall be signed by the Consulting Engineers certifying approval of this requisition and that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (ii) the report of the Consulting Engineer attached as an Exhibit A to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

## **Blackburn Creek Community Development District**

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: 

\_\_\_\_\_  
Authorized Officer

# Blackburn Creek Community Development District

## CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, or for payment of capitalized interest, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2019 Capital Improvement Plan, which Cost does not exceed the amount specified for the category of improvement as set forth on Exhibit D to the Fourth Supplemental Indenture, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding 2019 Capital Improvement Plan segment and portion of the 2019 Capital Improvement Plan with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Fourth Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

*William E. Conerly*

---

Consulting Engineer

# Blackburn Creek Community Development District

## FORM OF REQUISITION FOR 2019 CAPITAL IMPROVEMENT PLAN

The undersigned, an Authorized Officer of Blackburn Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2013 (the "Master Indenture"), as amended and supplemented by the Fourth Supplemental Trust Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **2019-110**
- (B) Name of Payee: **Kimley-Horn & Associates, Inc.  
1777 Main Street, Suite 200  
Sarasota, FL 34236**
- (C) Amount Payable: **\$8,379.60**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Payment of District Engineering Services related to the Bond  
Financed District Improvements. See attached invoice for detail.**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2019 Capital Improvement Plan and represents a Cost of the 2019 Capital Improvement Plan, and has not previously been paid] OR [the requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it shall be signed by the Consulting Engineers certifying approval of this requisition and that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (ii) the report of the Consulting Engineer attached as an Exhibit A to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

## **Blackburn Creek Community Development District**

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Authorized Officer

# Blackburn Creek Community Development District

## CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, or for payment of capitalized interest, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2019 Capital Improvement Plan, which Cost does not exceed the amount specified for the category of improvement as set forth on Exhibit D to the Fourth Supplemental Indenture, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding 2019 Capital Improvement Plan segment and portion of the 2019 Capital Improvement Plan with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Fourth Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

*William E. Conerly*

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Consulting Engineer



**Please remit payment electronically to:**

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163  
 Account Number: 2073089159554  
 ABA#: 121000248

**If paying by check, please remit to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 932520  
 ATLANTA, GA 31193-2520

BLACKBURN CREEK COMMUNITY DEVELOP. DIST.  
 ATTN: KEVIN JOHNSON  
 3501 QUADRANGLE BLVD.  
 SUITE 270  
 ORLANDO, FL 32817

Invoice No: 22060959  
 Invoice Date: Jul 31, 2022  
 Invoice Amount: \$8,379.60  
 Project No: 148167000.2  
 Project Name: BLACKBURN CR CDD DIST ENG  
 Project Manager: CONERLY, BILL

Federal Tax Id: 56-0885615  
 For Services Rendered through Jul 31, 2022

Client Reference: CONSTRUCTION FUND

**HOURLY**

Description	Current Amount Due
SERVICES RENDERED	8,379.60
<b>Total HOURLY</b>	<b>8,379.60</b>

**Total Invoice: \$8,379.60**

**DESCRIPTION OF SERVICES:**

- Process Requisitions 2019-101 thru 2019-105.
- Research Capital Projects Information for additional Requisitions.
- Process, research,Prepare and Submit ERP Certifications.
- Confirmation of O&M Entity for all Grand Palm ERPs, all Phases.

BLACKBURN CREEK COMMUNITY DEVELOP. DIST.  
 ATTN: KEVIN JOHNSON  
 3501 QUADRANGLE BLVD.  
 SUITE 270  
 ORLANDO, FL 32817

Invoice No: 22060959  
 Invoice Date: Jul 31, 2022  
 Project No: 148167000.2  
 Project Name: BLACKBURN CR CDD DIST  
 ENG  
 Project Manager: CONERLY, BILL

**HOURLY**

Group	Description	Hrs/Qty	Rate	Current Amount Due
LABOR	ANALYST	4.0	125.60	502.38
	PROFESSIONAL	1.5	140.42	210.63
		3.5	158.24	553.83
	SENIOR PROFESSIONAL I	22.5	286.08	6,436.71
	TECHNICAL SUPPORT	0.5	107.10	53.55
		2.0	71.40	142.80
<b>TOTAL LABOR</b>		<b>34.0</b>		<b>7,899.90</b>
EXPENSES	PERMITTING FEES			65.00
	OFFICE EXPENSE			414.70
<b>TOTAL EXPENSES</b>				<b>479.70</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>8,379.60</b>

*This page is for informational purposes only. Please pay amount shown on cover page.*



**Sarasota County Government**

North County Office : 1001 Sarasota Center Blvd, Sarasota FL 34240

South County Office : 4000 S.Tamiami Trail, Venice FL 34293

**Payment - Receipt**

Receipt

**Receipt No.:** 1860983

**Payment Date:** Jun 29, 2022 10:14:43

Payer Information

**Company/Facility Name:** Kimley-Horn and Associates, Inc.

**Payment Made By:** Ryan Hoppe

1777 Main Street, Suite 200 Sarasota FL 34236

**Phone No.:** 941-379-7600

**Payment Method:** American Express

**Payment Received:** 65.00

**Amount Applied:** 65.00

**Comments:** Transaction CardType: AMERICAN EXPRESS Approval Code: 127189 Status: 1  
Response Reason Code: 1 Response Reason Text: Transaction has been approved  
OID: 7911494973 Name: ryan.hoppe@kimley-horn.com

Permit Information

Permit #	Permit Type	Address
18 145354 00 DS	Development Submittal	0 N River Rd
Fee Description	Internal Ref. No.	Amount
LDS - Re-Inspection Fee	1158852	65.00
<b>Total</b>		<b>65.00</b>

65.00

# Blackburn Creek Community Development District

## FORM OF REQUISITION FOR 2019 CAPITAL IMPROVEMENT PLAN

The undersigned, an Authorized Officer of Blackburn Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2013 (the "Master Indenture"), as amended and supplemented by the Fourth Supplemental Trust Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **2019-111**
- (B) Name of Payee: **Kimley-Horn & Associates, Inc.  
1777 Main Street, Suite 200  
Sarasota, FL 34236**
- (C) Amount Payable: **\$5,635.88**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Payment of District Engineering Services related to the Bond  
Financed District Improvements. See attached invoice for detail.**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2019 Capital Improvement Plan and represents a Cost of the 2019 Capital Improvement Plan, and has not previously been paid] OR [the requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it shall be signed by the Consulting Engineers certifying approval of this requisition and that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (ii) the report of the Consulting Engineer attached as an Exhibit A to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

## **Blackburn Creek Community Development District**


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
\_\_\_\_\_  
Authorized Officer

# **Blackburn Creek Community Development District**

## **CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY**

if this requisition is for a disbursement from other than Costs of Issuance, or for payment of capitalized interest, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2019 Capital Improvement Plan, which Cost does not exceed the amount specified for the category of improvement as set forth on Exhibit D to the Fourth Supplemental Indenture, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding 2019 Capital Improvement Plan segment and portion of the 2019 Capital Improvement Plan with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Fourth Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

*William E. Conerly*

---

Consulting Engineer

<p><b>Please remit payment electronically to:</b></p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC.          Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163          Account Number: 2073089159554          ABA#: 121000248</p>	<p><b>If paying by check, please remit to:</b></p> <p>KIMLEY-HORN AND ASSOCIATES, INC.          P.O. BOX 932520          ATLANTA, GA 31193-2520</p>
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BLACKBURN CREEK COMMUNITY DEVELOP. DIST.  
 ATTN: KEVIN JOHNSON  
 3501 QUADRANGLE BLVD.  
 SUITE 270  
 ORLANDO, FL 32817

Invoice No: 2260710  
 Invoice Date: Sep 30, 2022  
 Invoice Amount: \$5,635.88  
 Project No: 148167000.2  
 Project Name: BLACKBURN CR CDD DIST ENG  
 Project Manager: CONERLY, BILL  
 Client Reference: CONSTRUCTION FUND

Federal Tax Id: 56-0885615  
 For Services Rendered through Sep 30, 2022

**HOURLY**

Description	Current Amount Due
SERVICES RENDERED	5,635.88
<b>Total HOURLY</b>	<b>5,635.88</b>

**Total Invoice: \$5,635.88**

**Description of Services Performed:**

- Prepare for and attend meeting
- Conduct review of River Road Construction
- Review and reconcile reimbursable cost for capital funds

BLACKBURN CREEK COMMUNITY DEVELOP. DIST.  
 ATTN: KEVIN JOHNSON  
 3501 QUADRANGLE BLVD.  
 SUITE 270  
 ORLANDO, FL 32817

Invoice No: 2260710  
 Invoice Date: Sep 30, 2022  
 Project No: 148167000.2  
 Project Name: BLACKBURN CR CDD DIST  
 ENG  
 Project Manager: CONERLY, BILL

**HOURLY**

Group	Description	Hrs/Qty	Rate	Current Amount Due
LABOR	PROFESSIONAL	3.5	140.42	491.47
	SENIOR PROFESSIONAL I	17.0	286.08	4,863.29
<b>TOTAL LABOR</b>		<b>20.5</b>		<b>5,354.76</b>
EXPENSES	OFFICE EXPENSE			281.12
<b>TOTAL EXPENSES</b>				<b>281.12</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>5,635.88</b>

*This page is for informational purposes only. Please pay amount shown on cover page.*



**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Payment Authorizations 186-187

# BLACKBURN CREEK COMMUNITY DEVELOPMENT DISTRICT

## Payment Authorization 186-187

PA #	Description	Amount	Total
186	CA Florida Holdings	\$211.75	
	VGlobalTech	\$435.00	
	Volger Ashton	\$88.00	
			\$734.75
187			
	CA Florida Holdings	\$156.75	
	PFM Financial Advisors	\$1,375.00	
	<b>Supervisor Fees</b>		
	David Trast	\$ 200.00	
	Pete Williams	\$ 200.00	
	Kirk Fegley	\$ 200.00	
	Kevin Johnson	\$ 200.00	
	Jerald Dell	\$ 200.00	
			\$2,531.75
		<b>Total</b>	<b>\$3,266.50</b>

## Rick Montejano

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**From:** Kevin Johnson <johnsonkmrj@gmail.com>  
**Sent:** Wednesday, November 2, 2022 7:27 AM  
**To:** Rick Montejano  
**Subject:** Re: PA 186

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Rick,  
Approved for payment for the attached Payment Authorization #186.  
regards  
KJ

On Tue, Nov 1, 2022 at 11:06 PM Rick Montejano <[montejanor@pfm.com](mailto:montejanor@pfm.com)> wrote:

Hi Kevin –

Attached is the latest payment authorization to look over for approval.

Thanks,

Rick Montejano

District Accountant

PFM Group Consulting LLC

407.723.5900 ext. 5951

3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817

[MontejanoR@pfm.com](mailto:MontejanoR@pfm.com)

**BLACKBURN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 186**

11/1/2022

Item No.	Payee	Invoice No.	GF
<b>1</b>	<b>CA Florida Holdings</b> Blackburn Creek - 09/7/2022	4923759	\$ 211.75
<b>2</b>	<b>VGlobalTech</b> ADA Quarterly Audit (Jul-Sep) Website Maintenance - Oct 2022	4328 4401	\$ 300.00 \$ 135.00
<b>3</b>	<b>Vogler Ashton</b> District Counsel Through 9/28/2022	354	\$ 88.00
		<b>SUBTOTAL</b>	<b>\$ 734.75</b>
		<b>TOTAL</b>	<b>\$ 734.75</b>

*Venessa Ripoll*  
Secretary / Assistant Secretary

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

## Rick Montejano

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**From:** Kevin Johnson <johnsonkmrj@gmail.com>  
**Sent:** Friday, November 18, 2022 11:45 AM  
**To:** Rick Montejano  
**Subject:** Re: PA 187

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Rick,  
Approved for payment for the attached Payment Authorization #187.  
regards  
Kevin

On Fri, Nov 18, 2022 at 10:37 AM Rick Montejano <[montejanor@pfm.com](mailto:montejanor@pfm.com)> wrote:

Hi Kevin –

Please review the latest payment authorization for approval of funds to be processed.

Thanks,

Rick Montejano

District Accountant

PFM Group Consulting LLC

407.723.5900 ext. 5951

[3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817](#)

[MontejanoR@pfm.com](mailto:MontejanoR@pfm.com)

--

Kevin Johnson

**BLACKBURN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 187**

11/18/2022

Item No.	Payee	Invoice No.	GF
<b>1</b>	<b>CA Florida Holdings</b> Blackburn Creek - 10/5/2022	5014566	\$ 156.75
<b>2</b>	<b>PFM Financial Advisors</b> Re-amortization Services ; S2018A1 Re-amortization Services ; S2013A, S2015A1, S20	122319 122353	\$ 625.00 \$ 750.00
<b>3</b>	<b>Supervisor Fees - 11/09/2022 Meeting</b> David Trast Pete Williams Kirk Fegley Kevin Johnson Jerald Dell	2022.11.09 2022.11.09 2022.11.09 2022.11.09 2022.11.09	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
<b>SUBTOTAL</b>			<b>\$ 2,531.75</b>
<b>TOTAL</b>			<b>\$ 2,531.75</b>

*Venessa Ripoll*  
Secretary / Assistant Secretary

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

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

District Financial Statements

**Blackburn Creek CDD**  
**Statement of Financial Position**  
As of 10/31/2022

	General Fund	Debt Service Fund 2013 & 2019*	Debt Service Fund - 2015A1&A2	Debt Service Fund - 2018	Capital Projects Fund - 2013	Capital Projects Fund - 2015	Capital Projects Fund - 2018	Long Term Debt Group	Total
<u>Assets</u>									
<u>Current Assets</u>									
General Checking Account	\$14,104.22								\$14,104.22
Money Market Account	68,672.00								68,672.00
Prepaid Expenses	5,220.80								5,220.80
3 MO CD	35,916.80								35,916.80
Debt Service Reserve 2013A Bond		\$171,575.00							171,575.00
Debt Service Reserve 2019A Bond		91,809.05							91,809.05
Revenue 2013A Bond		247,563.67							247,563.67
Revenue 2019A Bond		183,235.38							183,235.38
Interest 2013A Bond		0.12							0.12
Interest 2019A1 Bond		0.03							0.03
Interest 2019A2 Bond		0.02							0.02
Prepayment 2013A Bond		15,494.21							15,494.21
Sinking Fund 2013A Bond		0.09							0.09
Sinking Fund 2019A1 Bond		0.02							0.02
Sinking Fund 2019A2 Bond		0.01							0.01
Prepayment 2019A1 Bond		12,237.43							12,237.43
Prepayment 2019A2 Bond		5,389.57							5,389.57
Debt Service Reserve 2015A1 Bond			\$228,000.00						228,000.00
Debt Service Reserve 2015A2 Bond			82,343.75						82,343.75
Revenue 2015A Bond			244,821.90						244,821.90
Interest 2015A1 Bond			0.03						0.03
Interest 2015A2 Bond			0.01						0.01
Prepayment 2015A1 Bond			2,117.03						2,117.03
Prepayment 2015A2 Bond			13,416.74						13,416.74
Sinking Fund 2015A1 Bond			0.02						0.02
Sinking Fund 2015A2 Bond			0.01						0.01
Revenue 2018A Bond				\$508,040.40					508,040.40
Interest 2018A1 Bond				0.11					0.11
Sinking Fund 2018A1 Fund				0.06					0.06
Prepayment 2018A1 Bond				69,264.79					69,264.79
Debt Service Reserve 2018A1 Bond				242,730.72					242,730.72
Sinking Fund 2018A2 Bond				0.01					0.01
Prepayment 2018A2 Bond				12,996.51					12,996.51
Acquisition/Construction 2019 Bond					\$347,807.18				347,807.18
Acquisition/Construction 2015 Bond						\$138,536.72			138,536.72
Acquisition/Construction 2018 Bond						\$143,303.57			143,303.57
Total Current Assets	\$123,913.82	\$727,304.60	\$570,699.49	\$833,032.60	\$347,807.18	\$138,536.72	\$143,303.57	\$0.00	\$2,884,597.98



**Blackburn Creek CDD**  
**Statement of Financial Position**  
As of 10/31/2022

	General Fund	Debt Service Fund 2013 & 2019*	Debt Service Fund - 2015A1&A2	Debt Service Fund - 2018	Capital Projects Fund - 2013	Capital Projects Fund - 2015	Capital Projects Fund - 2018	Long Term Debt Group	Total
<b>Investments</b>									
Amount Available in Debt Service Funds								\$2,021,266.52	\$2,021,266.52
Amount To Be Provided								20,802,733.48	20,802,733.48
Total Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,824,000.00	\$22,824,000.00
<b>Total Assets</b>	<b>\$123,913.82</b>	<b>\$727,304.60</b>	<b>\$570,699.49</b>	<b>\$833,032.60</b>	<b>\$347,807.18</b>	<b>\$138,536.72</b>	<b>\$143,303.57</b>	<b>\$22,824,000.00</b>	<b>\$25,708,597.98</b>
<b>Liabilities and Net Assets</b>									
<b>Current Liabilities</b>									
Accounts Payable	\$599.75								\$599.75
Total Current Liabilities	\$599.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.75
<b>Long Term Liabilities</b>									
Revenue Bonds Payable - Long-Term								\$22,824,000.00	\$22,824,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,824,000.00	\$22,824,000.00
<b>Total Liabilities</b>	<b>\$599.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,824,000.00</b>	<b>\$22,824,599.75</b>
<b>Net Assets</b>									
Net Assets, Unrestricted	\$143,308.86								\$143,308.86
Current Year Net Assets, Unrestricted	(19,994.79)								(19,994.79)
Net Assets, Unrestricted		\$685,938.30							685,938.30
Current Year Net Assets, Unrestricted		41,366.30							41,366.30
Net Assets, Unrestricted			\$564,456.28						564,456.28
Current Year Net Assets, Unrestricted			6,243.21						6,243.21
Net Assets, Unrestricted				\$771,579.02					771,579.02
Current Year Net Assets, Unrestricted				61,453.58					61,453.58
Net Assets, Unrestricted					\$357,349.10				357,349.10
Current Year Net Assets, Unrestricted					(9,541.92)				(9,541.92)
Net Assets, Unrestricted						\$138,536.72			138,536.72
Current Year Net Assets, Unrestricted						0.00			0.00
Net Assets, Unrestricted							\$143,303.57		143,303.57
Current Year Net Assets, Unrestricted							0.00		0.00
<b>Total Net Assets</b>	<b>\$123,314.07</b>	<b>\$727,304.60</b>	<b>\$570,699.49</b>	<b>\$833,032.60</b>	<b>\$347,807.18</b>	<b>\$138,536.72</b>	<b>\$143,303.57</b>	<b>\$0.00</b>	<b>\$2,883,998.23</b>
<b>Total Liabilities and Net Assets</b>	<b>\$123,913.82</b>	<b>\$727,304.60</b>	<b>\$570,699.49</b>	<b>\$833,032.60</b>	<b>\$347,807.18</b>	<b>\$138,536.72</b>	<b>\$143,303.57</b>	<b>\$22,824,000.00</b>	<b>\$25,708,597.98</b>

\*For the purpose of fitting the financials onto one sheet across, Series 2013 & 2019 have been combined into one column.

**Blackburn Creek CDD**  
**Statement of Activities**  
As of 10/31/2022

	General Fund	Debt Service Fund 2013 & 2019*	Debt Service Fund - 2015A1&A2	Debt Service Fund - 2018	Capital Projects Fund -2013	Capital Projects Fund -2015	Capital Projects Fund -2018	Long Term Debt Group	Total
<b><u>Revenues</u></b>									
Off-Roll Assessments	\$6,065.91								\$6,065.91
Other Revenue	207.05								207.05
Off-Roll Assessments		\$41,366.30							41,366.30
Off-Roll Assessments			\$6,243.21						6,243.21
Off-Roll Assessments				\$50,516.44					50,516.44
Other Assessments				10,937.14					10,937.14
<b>Total Revenues</b>	<b>\$6,272.96</b>	<b>\$41,366.30</b>	<b>\$6,243.21</b>	<b>\$61,453.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$115,336.05</b>
<b><u>Expenses</u></b>									
Supervisor Fees	\$1,000.00								\$1,000.00
Public Officials' Insurance	2,830.00								2,830.00
Management	2,750.00								2,750.00
District Counsel	88.00								88.00
Assessment Administration	15,000.00								15,000.00
Legal Advertising	211.75								211.75
Miscellaneous	125.00								125.00
Dues, Licenses, and Fees	175.00								175.00
General Insurance	4,088.00								4,088.00
Engineering					\$9,541.92				9,541.92
<b>Total Expenses</b>	<b>\$26,267.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,541.92</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,809.67</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>									
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Change In Net Assets</b>	<b>(\$19,994.79)</b>	<b>\$41,366.30</b>	<b>\$6,243.21</b>	<b>\$61,453.58</b>	<b>(\$9,541.92)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$79,526.38</b>
<b>Net Assets At Beginning Of Period</b>	<b>\$143,308.86</b>	<b>\$685,938.30</b>	<b>\$564,456.28</b>	<b>\$771,579.02</b>	<b>\$357,349.18</b>	<b>\$138,536.55</b>	<b>\$143,303.57</b>	<b>\$0.00</b>	<b>\$2,804,471.76</b>
<b>Net Assets At End Of Period</b>	<b>\$123,314.07</b>	<b>\$727,304.60</b>	<b>\$570,699.49</b>	<b>\$833,032.60</b>	<b>\$347,807.26</b>	<b>\$138,536.55</b>	<b>\$143,303.57</b>	<b>\$0.00</b>	<b>\$2,883,998.14</b>

\*For the purpose of fitting the financials onto one sheet across, Series 2013 & 2019 have been combined into one column.

**Blackburn Creek CDD**  
 Budget to Actual  
 For the Month Ending 10/31/2022

	Current Period			FY 2023 Adoptedd Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ -	\$12,062.92	\$(12,062.92)	\$144,755.00
Off-Roll Assessments	6,065.91	-	6,065.91	-
Other Revenue	207.05	-	207.05	
Carry Forward Revenue	138,688.27	8,565.59	130,122.68	102,787.07
<b>Net Revenues</b>	<b>\$144,961.23</b>	<b>\$20,628.51</b>	<b>\$124,332.72</b>	<b>\$247,542.07</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$1,000.00	\$1,000.00	\$0.00	\$12,000.00
Public Officials' Insurance	2,830.00	250.00	2,580.00	3,000.00
Trustee Services	-	1,333.33	(1,333.33)	16,000.00
Management	2,750.00	2,750.00	-	33,000.00
Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	1,250.00	(1,250.00)	15,000.00
District Counsel	88.00	1,666.67	(1,578.67)	20,000.00
Assessment Administration	15,000.00	1,250.00	13,750.00	15,000.00
Reamortization Schedules	-	83.33	(83.33)	1,000.00
Audit	-	458.33	(458.33)	5,500.00
Arbitrage Calculation	-	83.33	(83.33)	1,000.00
Postage & Shipping	-	37.50	(37.50)	450.00
Legal Advertising	211.75	291.67	(79.92)	3,500.00
Bank Fees	-	20.83	(20.83)	250.00
Miscellaneous	125.00	16.70	108.30	200.00
Office Supplies	-	20.83	(20.83)	250.00
Web Site Maintenance	-	235.00	(235.00)	2,820.00
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00
Stormwater Management	-	5,962.95	(5,962.95)	71,555.45
General Insurance	4,088.00	358.33	3,729.67	4,300.00
General Repair & Maintenance	-	156.25	(156.25)	1,875.00
Hardscape Maintenance	-	2,555.55	(2,555.55)	30,666.62
<b>Total General &amp; Administrative Expenses</b>	<b>\$26,267.75</b>	<b>\$20,628.51</b>	<b>\$5,639.24</b>	<b>\$247,542.07</b>
<b>Total Expenses</b>	<b>\$26,267.75</b>	<b>\$20,628.51</b>	<b>\$5,639.24</b>	<b>\$247,542.07</b>
<b>Net Income (Loss)</b>	<b>\$118,693.48</b>	<b>\$ -</b>	<b>\$118,693.48</b>	<b>\$ -</b>