



***Enclave at Black Point Marina
Community Development District***

www.enclaveatblackpointcdd.com

Dennis Misigoy, Chairman

James Windley, Vice Chairman

Andell Daniels, Assistant Secretary

Navindra Singh, Assistant Secretary

Abraham Crocamo, Jr., Assistant Secretary

November 14, 2019

Enclave at Black Point Marina Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351
Phone: 954-721-8681 - Fax: 954-721-9202

November 6, 2019

**Board of Supervisors
Enclave at Black Point Marina
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Enclave at Black Point Marina Community Development District** will be held on **November 14, 2019 at 7:30 p.m. at Cornerstone Methodist Church, 20740 Old Cutler Road, Cutler Bay, Florida.** Following is the advance agenda:

Segment I:

1. Roll Call
2. Organizational Matters
 - A. Acceptance of Resignation Letter from Ms. Andell Daniels – *pending receipt of resignation letter*
 - B. Consideration of Appointment of Supervisor to Unexpired Term of Office (11/2020)
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Election of Officers
3. Approval of Minutes of the September 12, 2019 Meeting
4. Ratification of Termination Letter for Agreement with Eco-Blue Aquatic Services, Inc.
5. Ratification of Lake and Fountain Maintenance Services Agreement with The Lake Doctors, Inc.
6. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2019
7. Discussion of Preliminary Overall Community Site Plan

Segment II – Workshop Section:

~Discussion of Any Projects and Workshop Items

Segment III:

8. Authorization or Approvals Requiring Board Action for Items Discussed During Workshop
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager – Monthly Report
 - D. Manager
10. Financial Reports
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
11. Supervisors Requests and Audience Comments
12. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.enclaveatblackpointcdd.com>

**MINUTES OF MEETING
ENCLAVE AT BLACK POINT MARINA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Enclave at Black Point Marina Community Development District was held on Thursday, September 12, 2019 at 7:30 p.m. at Cornerstone Methodist Church, 20740 Old Cutler Road, Cutler Bay, Florida.

Present and constituting a quorum were:

Dennis Misigoy	Chairman
James Windley	Vice Chairman
Abraham Crocamo, Jr. (by phone)	Assistant Secretary
Navindra Singh	Assistant Secretary

Also present were:

Juliana Duque	Governmental Management Services
Vanessa Steinerts	District Counsel
Erika Aguirre	HOA Property Manager

Segment I:

FIRST ORDER OF BUSINESS

Roll Call

Ms. Duque called the meeting to order at 7:31 p.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
July 11, 2019 Meeting**

Ms. Duque: This is the time to provide any additions, corrections or deletions to the minutes of the July 11, 2019 meeting. If none, a motion to approve would be in order.

On MOTION by Mr. Misigoy seconded by Mr. Singh with all in favor the Minutes of the July 11, 2019 Meeting were approved as presented.

Segment II: Workshop Section:

(The Board had a workshop meeting at this time to discuss the following items.)

≈ Lake Fountain Discussion

≈ Discussion of Any other Projects and Workshop Items

Segment III:

THIRD ORDER OF BUSINESS

**Authorization or Approvals
Requiring Board Action for Items
Discussed During Workshop**

Ms. Duque: The first item discussed are the lake fountains. The Board agreed there is no need to change the first fountain. They would look into installing a new fountain on the second lake, but we would like to get a better understanding in terms of maintenance or repairs and the cost in terms of the budget for our District. So, I will be looking into that, perhaps comparing the last two years with the existing fountain. I will bring that information to the Board. The next item are the sidewalk repairs. For the record, we presented a proposal in the amount of \$4,399. That is to repair/continue the missing sidewalk that goes from the community to the canal. It seems like we are going to hold it. Once again, we would like for the HOA to look into different options, if the residents approach the HOA, so we could have more projects to look into. Once again and for the record, the Board understands that we need to make sure which ones are going to be those projects before we amend the District engineer's report. The next item are the issues with our lakes. At this point, I will ask the Board for a motion to terminate the existing Aquatic Agreement with Eco Blue.

On MOTION by Mr. Windley seconded by Mr. Crocamo with all in favor terminating the existing Aquatic Agreement with Eco Blue was approved.

Ms. Duque: The next item is for the approval of two proposals; one from Solitude and the other from The Lake Doctors. At this point, I would ask for a motion from the Board to enter, as per direction during our workshop session, into an agreement with The Lake Doctors in the amount of \$2,160. That's an annual amount to do the lake and

fountain maintenance and authorize District Staff to provide the corresponding agreements. A motion would be in order to enter into the agreement.

On MOTION by Mr. Misigoy seconded by Mr. Windley with all in favor entering into an agreement with The Lake Doctors for aquatic maintenance in the amount of \$2,160 was approved.

Ms. Duque: The next item was the parking issues on CDD property. What was agreed by the Board is that the HOA will send a violation to those residents that are using the CDD area to park their boats in back of their properties. Erika from the HOA is present today. If the issues persist, we will bring this to the CDD to address this issue with our attorney.

FOURTH ORDER OF BUSINESS Staff Reports

A. Attorney – Discussion of 2019 Legislative Update Memorandum

Ms. Steinerts: In your package is a memorandum with the 2019 legislative update. There were a handful of changes in the Statute that affected Districts, but not all of these changes affect all Districts. Each District is a little bit unique. I would be happy to answer any questions that you might have about the memorandum, but I think there are only a few points that you may be interested in. One of those is about the auditor selection process, which you have been through with the Audit Selection Committee. The Statute changed to clarify who should be on that committee. It stated it must be Board members and can't be any of the Chief Executive Officers. Again, this applies to not just Districts, but to municipalities, counties and all governmental entities. So, the good news is that you are already following this law. Another item is that Form 1, Statement of Financial Interests Forms will eventually be filed online directly, and the state is required to have a link and a website where you can go; however, this will not be until 2023. So that will take a little time, but you won't need to scan, print, sign, email, drop off or mail your form to the Supervisor of Elections. At some point in the near future, it will get easier for you when you file that form every year. The other item that I think you would be interested in is if a certified arborist or licensed landscape architect

determines that a tree is a hazard to persons or property, the city or county, whichever would apply, can't require a permit to remove the tree or trim it back. Also, once that tree is removed, they can't require that you re-plant another one or mitigate because of the danger. So that is something that's helpful for homeowners.

Ms. Duque: On the HOA level.

Ms. Steinerts: In general, it's helpful, but you need to have a landscape architect or certified arborist determine that there is a hazard.

Mr. Misigoy: I might have missed it when you were going through this, but what is HB437-SB728?

Ms. Steinerts: This is one of those changes that affects the beginning stages of a District. When a developer is creating the CDD and there may be a possibility of a neighboring parcel becoming part of the CDD later, the developer can help in the initial petition. It's not in there now, but it might be later on without having to go through the petition process.

Mr. Misigoy: So, this is strictly for when there is new property?

Ms. Duque: Right.

Mr. Misigoy: I didn't catch every word of it, but would this affect new construction?

Ms. Steinerts: It's for new Districts that might come in. I don't know how much room there is.

Mr. Misigoy: Where they are clearing out on the other side, no?

Ms. Steinerts: That District would have had to have been formed as of June 2019.

Mr. Misigoy: I understand.

Ms. Steinerts: If there was another District next to it, it doesn't affect your District.

Mr. Misigoy: Make sure we annex the other.

Ms. Steinerts: No. It's separate. So, if there are no other questions that concludes my report.

Ms. Duque: Thank you so much, Vanessa.

B. Engineer

Ms. Duque: There is nothing to report.

C. Field Manager – Monthly Report

Ms. Duque: We presented the monthly report in your agenda package. We discussed the issue with the lakes.

D. Manager

1) Ratification of Clubhouse Clean-Up Hurricane Preparedness Proposal with Tony's Nursery & Garden

Ms. Duque: I work directly with GMS and represent those Districts with FEMA. During Hurricane Irma, I worked on the reimbursement of the work. Through this process, there were a lot of things that I know now in terms of policies and procedures. There are different things that FEMA looks at to make sure that they are in place before a hurricane hits us, so we can get that reimbursement. One of those items is the Clean-Up Agreement that they requested. The District has provided us with different prices, being those fair prices used when a hurricane hits the communities. For this specific vendor, those prices are low as per what is normally seen with FEMA. I'm just going to give you an example. The charge for a loader operator is \$175. The lowest amounts that I have seen is \$125 and I know another vendor that charges \$150 for those services. So those are just the fair prices that they established so when that happens, they cannot increase that amount. It's going to be that amount and then FEMA is aware that the amount being paid by the District is a fair amount. I had the communication with them back when Dorian was close to us. I contacted the Chair and let him know that since we didn't have a meeting, I would move forward with Tony's agreement, so we have it in place and be prepared for Dorian. Thank God nothing happened, but I need to bring it back to the Board so the Board can ratify the agreement. So, at this time, I request a motion to ratify the agreement for the clean-up services with Tony's Nursery & Garden.

On MOTION by Mr. Misigoy seconded by Mr. Singh with all in favor the Clubhouse clean-up hurricane preparedness proposal with Tony's Nursery & Garden was ratified.
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Ms. Duque: This is just for your information to help me with reimbursements in other Districts. There were some conversations with FEMA representatives. There were some Districts that didn't have that in place and didn't receive reimbursement. So, it's very important to actually have it in place.

2) Off-Duty Police Service Discussion

Ms. Duque: I am bringing this back to you because I received an email from the Miami-Dade County Police Department. I also have a meeting with them after the meeting. They are increasing their holiday rates from \$69 to \$98. So, if you remember the schedule that we are trying to follow is between 20 to 24 hours. That is what has been approved by the Board on a monthly basis and we try to scatter the hours. At the same time, we try to hit those holiday times, but with this, I need direction from the Board if this is something you agree with, paying \$98 instead of \$69 on holidays or if we should stay away from holidays?

Mr. Misigoy: What are they defining as holidays? Would it just be between Christmas and New Year's or the entire month of December?

Ms. Duque: Federal holidays.

Mr. Misigoy: So just on the holidays themselves.

Ms. Duque: Yes. That is correct.

Mr. Misigoy: Okay.

Mr. Windley: So, we are talking from November to January.

Mr. Misigoy: No.

Ms. Duque: Not really. Only on the dates, like Memorial Day. The story behind it is people go on vacation or are not on the property.

Mr. Misigoy: Its holiday pay.

Ms. Duque: Exactly. We try to have officers driving through the community on those days.

Mr. Misigoy: Just like overtime pay.

Ms. Duque: Correct.

A resident: (Renee Maisonett, SW 105 Ct): Its holiday pay.

Mr. Misigoy: I'm just saying conceptually.

A resident: (Renee Maisonett, SW 105 Ct): You have to look at it that they are not home with their families while you are enjoying your holiday.

Mr. Misigoy: Absolutely. Understood. I'm just making a comparison. It's definitely different because it's a specific time.

Mr. Windley: There are no other changes except for the amount of money we pay.

Mr. Misigoy: I might almost be inclined to go with the option of just foregoing those days because those are probably days where we are going to have more people. I think that's probably not going to be peak times. That's my guess. Maybe I'm wrong.

Mr. Windley: You do have a point. More people will be home during the holidays.

A resident: (Renee Maisonett, SW 105 Ct): Will they be at home or out traveling?

Mr. Misigoy: Probably a mixed bag, but my guess is compared to a normal workday, more people will be home on December 25th than Memorial Day. That is my rationale.

Mr. Singh: I agree with that.

A resident: (Renee Maisonett, SW 105 Ct): We can see how it is and we can find out that we have more crime during that time then we know next year.

Ms. Duque: So, for those holidays, if there's a schedule, we are taking those officers during the holiday. That is the direction from the Board.

Mr. Misigoy: We are not using them for the holiday. Let them go home and spend it with their families.

Ms. Duque: So that's the direction. Perfect. Thank you so much. I don't need a motion, just direction.

FIFTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance Sheet and Income Statement

Ms. Duque: Tab A is the Check Register and Tab B is the Balance Sheet and Income Statement. Unless anyone has any questions, a motion to approve these would be in order.

On MOTION by Mr. Windley seconded by Mr. Singh with all in favor the August Check Register, Balance Sheet and Income Statement were approved.

SIXTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Duque: Are there any other Supervisors Requests? Are there any audience comments?

A resident: (Renee Maisonett, SW 105 Ct): Only one thing. Is the CDD in charge of the grass in front of the fountain?

Ms. Duque: No. That's Miami-Dade County.

A resident: (Renee Maisonett, SW 105 Ct): I notice cars parking in front of it.

Ms. Duque: You need to contact Miami-Dade County.

Mr. Misigoy: I remember when there was an FPL truck that tore it up in the front once.

A resident: (Renee Maisonett, SW 105 Ct): It's torn up again.

Mr. Misigoy: I recall a couple of cars for sale were parked over there as well awhile back.

A resident: (Renee Maisonett, SW 105 Ct): If you look on the left-hand side going towards Allapattah, you can see how many people are parked on our grass. They won't park on the grass on that side, so they park on our side.

Ms. Duque: Call Miami-Dade County. Not hearing any other audience comments, a motion to adjourn would be in order.

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Windley seconded by Mr. Singh with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Enclave at Black Point Marina Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351
Phone: 954-721-8681 - Fax: 954-721-9202

September 13, 2019

U.S. Certified Mail, Return Receipt Requested

Eco-Blue Aquatic Services, Inc.
8724 Sunset Drive, #94
Miami, Florida 33173
Attention: President

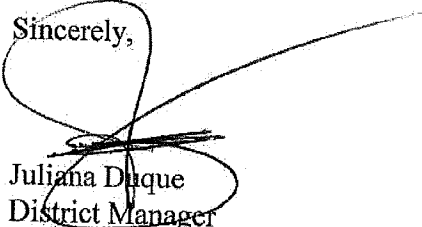
**Re: Enclave at Black Point Marina Community Development District ("District")
Aquatics Maintenance Services Agreement**

Dear President:

On behalf of the District and pursuant to the Section 6 of the agreement between Eco-Blue Aquatic Services, Inc. and the District dated July 09, 2018 (the "Agreement"), you are hereby notified of the decision of the District Board of Supervisors to terminate the Agreement. The District has elected to terminate the Agreement and is providing at least thirty (30) days written notice of its intent to terminate the Agreement. Services shall be provided in accordance with the Agreement through the above date of termination. All final invoices should be forwarded to this office for payment.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,


Juliana Duque
District Manager

cc: Vanessa Steinerts District Counsel (via e-mail only)

**MAINTENANCE SERVICES AGREEMENT
(Lake and Fountain)**

THIS AGREEMENT, made and entered into this 1st day of October, 2019 (the "Agreement"), by and between:

ENCLAVE AT BLACK POINT MARINA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

THE LAKE DOCTORS, INC., a Florida corporation, whose address is 3543 State Road 419, Winter Springs, Florida 32708 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District has a need to retain an independent contractor to furnish lake maintenance services for two (2) lakes and fountain maintenance services for one (1) fountain located in one (1) lake within and around the District (the "Maintenance Areas"), which Maintenance Areas are more particularly identified on the map attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Contractor has submitted a price quote and proposals, attached hereto and incorporated herein as Composite Exhibit B (the "Proposal") and represents that it is qualified to provide lake and fountain maintenance services to the District; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. Services.

A. Contractor shall furnish all labor, materials, supervision, equipment,

supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of the lakes, canal and fountains and aquatic Maintenance Areas of the District in accordance with this Agreement and the Proposal.

B. The Work under this Agreement shall include, but not be limited to, monthly aquatics maintenance for the Maintenance Areas. The duties, obligations and responsibilities of the Contractor for the lake maintenance are to conduct **monthly** inspections and provide the following treatments as needed:

- (1) Algae and aquatic plant and vegetation control and herbicide application as specified in the Proposal;
- (2) Shoreline grass and brush control to water's edge;
- (3) Exotic invasive aquatic weed control;
- (4) Monthly water testing;
- (5) Fish and wildlife monitoring;
- (6) Treatment reports to District after every visit; and
- (7) Biological control agent permit application for triploid carp and mosquito fish.

C. The Work under this Agreement shall also include, but is not limited to, fountain maintenance services for the Maintenance Areas. The duties, obligations and responsibilities of the Contractor are to conduct **quarterly** inspections, cleaning and maintenance of one (1) fountain. The Contractor shall provide a full service report to the District after each service visit.

D. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

E. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

F. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas, and any other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work.

Section 3. Manner of Contractor Performance.

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and

accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Broward County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Work and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or his designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

G. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

Section 4. Compensation.

A. District agrees to pay Contractor the following:

1. **ONE HUNDRED THIRTY AND 00/100 (\$130.00) DOLLARS** on a monthly basis for the lake maintenance services; and

2. **ONE HUNDRED AND FIFTY AND 00/100 (\$150.00) DOLLARS** on a quarterly basis for the fountain maintenance services.

B. Should the District desire additional services or add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. The Contractor shall invoice the District for all services performed and sums due to Contractor. District will pay the invoice amount within thirty (30) days upon receipt of the invoice.

Section 5. Term. The Contractor shall commence work on NOV. 5th 2019 2019, and, unless otherwise terminated in accordance with this Agreement, the initial term of the Agreement shall be one year (the "Initial Term"), which Initial Term, unless otherwise terminated pursuant to Section 6, shall automatically renew for up to two (2) extension terms of one year each.

Section 6. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 7. Insurance.

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

- (1) Worker's Compensation Insurance in accordance with Florida law.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.

- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance; in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Section 8. Indemnification.

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates

of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

Section 9. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

Section 10. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

Section 12. Successors. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

Section 13. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

Section 15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 16. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 17. Conflicts. In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. Agreement; followed by;
- B. Exhibit A – Map Showing Maintenance Areas
- B. Composite Exhibit B – Proposal of Contractor.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 19. Attorney's Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 20. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 21. Amendments. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 23. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: Enclave at Black Point Marina
Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

CONTRACTOR: The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, Florida 32708
Attention: Phillip Garner – Regional Manager

Except as otherwise provided in this agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section 24. Third Party Beneficiaries. This Agreement is solely for the

benefit of the District and the Contractor and not right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

Section 25. Governing Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

Section 26. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District,

upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: 954-721-8681
EMAIL: JDUQUE@GMSSF.COM**

Section 27. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 28. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against either party.

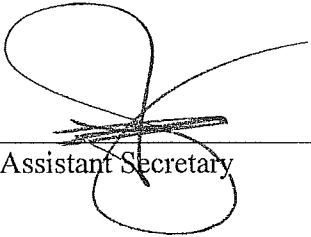
Section 29. Effective Date. This Agreement shall be effective after execution by both the District and the Contractor.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:



Secretary/Assistant Secretary


ENCLAVE AT BLACK POINT
MARINA COMMUNITY
DEVELOPMENT-DISTRICT

By: 

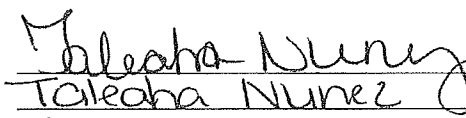
Chair/Vice-Chair

25th day of September, 2019


THE LAKE DOCTORS, INC., a Florida
corporation



Jessica Mendes
Print Name



Taleaha Nunez
Print Name

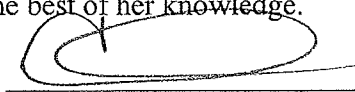
By: 
Print: Debra Cintron
Title: VP

1 day of Oct., 2019

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me this 1st day of October, 2019, by Debra Cintron, as VP of **THE LAKE DOCTORS, INC., a Florida corporation**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of her knowledge.



Notary Public

My commission expires:

Exhibit A
Maintenance Areas



Composite Exhibit B

Proposal



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

PLG/FT

This Agreement, made this _____ day of _____ 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Two (2) Lakes (approximately 2.80 Acre, 2,000 linear feet) associated with the **Enclave at Black Point Marina CDD, Cutler Bay, Florida.**

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$	130.00/Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Free Callback Service	\$	INCLUDED
4.	Monthly Written Service Reports	\$	INCLUDED
5.	Additional Treatments, if required	\$	INCLUDED
	Total of Services Accepted	\$	130.00/Monthly

\$130.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$130.00** including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **September 23, 2019**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed Phillip L. Garner

Signed _____ Dated _____

Phillip Garner /Regional Manager

Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Sales Agreement Fountain Cleaning

PLG/FT

This Agreement, made this _____ day of _____, 20____, is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER: _____

The parties hereto agree to follows:

- A. **The Lake Doctors** agrees to clean and adjust the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

Quarterly cleaning and adjustment of the One (1) fountain in the One (1) Lake associated with **Enclave at Black Point Marina CDD, Cutler Bay, Florida.**

The Lake Doctors, Inc. does not assume responsibility for parts failure or repair costs. Estimates for repairs and/or parts can be supplied upon Customer request. **Contract does not include removing the fountain from the waterway for maintenance.**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	Cleaning exterior of pump intake screens.	\$	150.00/Quarterly
2.	Cleaning of visible surfaces of fountain floats	\$	INCLUDED
3.	Cleaning and adjustment of nozzles and jets as necessary.	\$	INCLUDED
4.	Cleaning of light lens.	\$	INCLUDED
5.	Check anchor lines.	\$	INCLUDED
6.	Adjust time clocks as necessary.	\$	INCLUDED
7.	Lamp replacement labor during regularly scheduled visits.	\$	INCLUDED
	Total of Services Accepted	\$	150.00/Quarterly

***Lamps and additional parts will be invoiced separately.**

\$150.00 shall be payable upon execution of this Agreement. The balance shall be payable **per quarterly invoices of \$150.00** plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **The Lake Doctors** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.
- D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **October 12, 2019.**
- E. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

Phillip L. Garner

Signed _____ Dated _____

Phillip L. Garner/Regional Manager

Name _____

08/2019

OFFICE/CUSTOMER

©THE LAKE DOCTORS, INC.

TERMS AND CONDITIONS

Fountain Cleaning

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.
2. Items not covered under our warranty will be treated and billed as regular service calls. THE LAKE DOCTORS agrees to clean exterior of pump intake screens, cleaning of visible surfaces of fountain floats, cleaning and adjustment of nozzles and jets as necessary, cleaning of light lens, check anchor lines, adjust time clocks as necessary and reset tripped breakers; as part of the Fountain Cleaning Agreement.
3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by THE LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
6. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
8. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
9. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
10. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
11. Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure.
12. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
13. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
14. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
15. THE LAKE DOCTORS or CUSTOMER may cancel this agreement with or without cause by 30-day written notice.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. THE LAKE DOCTORS, INC.		
	2 Business name/disregarded entity name, if different from above THE LAKE DOCTORS, INC.		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. 3543 STATE ROAD 419		Requester's name and address (optional)
	6 City, state, and ZIP code WINTER SPRINGS, FL 32708		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][] or Employer identification number [][][] - [][][] [][][][][][][] 5 9 - 1 8 8 6 6 0 1
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► Debra Cintron <small>Digitally signed by Debra Cintron DN: cn=Debra Cintron, o=The Lake Doctors, ou=The Lake Doctors, email=debra@thelakedoctors.com, c=US Date: 2019.02.26 14:44:11 -0500</small>	Date ► February 26, 2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	CONTACT NAME: Diana Francis PHONE (A/C, No, Ext): 407-831-3832 E-MAIL ADDRESS: diana@blackadar.com FAX (A/C, No): 407-830-4681														
INSURED The Lake Doctors, Inc. 3543 State Rd. 419 Winter Springs FL 32708	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER B: Bridgefield Casualty Ins Co</td><td>10335</td></tr><tr><td>INSURER C: WEST AMERICAN INS CO</td><td>44393</td></tr><tr><td>INSURER D: Ohio Casualty Insurance Compan</td><td>24074</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Bridgefield Casualty Ins Co	10335	INSURER C: WEST AMERICAN INS CO	44393	INSURER D: Ohio Casualty Insurance Compan	24074	INSURER E:		INSURER F:	
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INSURER D: Ohio Casualty Insurance Compan	24074														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1781064646

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	FEIECC20818-04	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BAW58769773	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS		ESO58268950	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	830-56017	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability Professional Liability		FEIECC20818-04	1/1/2019	1/1/2020	Each Pollution Cond \$ 2,000,000 Each Claim \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured with Primary and Non-Contributory Wording, including Completed Operations with respect to General Liability. A Blanket Waiver is included on the General Liability and Work Comp Policy if you perform work under written contract with the Insured. Certificate Holder is included as Additional Insured with primary wording and Blanket Waiver of Subrogation applies; with regard to Business Auto when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

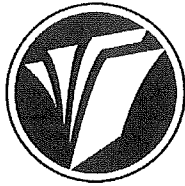
*****SAMPLE*****

***** FL 32750

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 6, 2019

Board of Supervisors
Attn: Patti Powers
Enclave at Black Point Marina Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Enclave at Black Point Marina Community Development District, Miami-Dade County, Florida (the "District") for the fiscal year ended September 30, 2019. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Enclave at Black Point Marina Community Development District for the fiscal year ended September 30, 2019. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2019 audit.

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

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

1. Management's discussion and analysis
2. Budgetary comparison schedule

Audit Objectives

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

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

Examination Objective

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

Management Responsibilities

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

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Controls

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

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

Audit Procedures—Compliance

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

Audit Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Grau & Associates does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT:

GMS-SF, LLC
5385 N NOB HILL ROAD
SUNRISE, FL 33351
TELEPHONE: 954-721-8681

Our fee for these services will not exceed \$3,200 for the September 30, 2019 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

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

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

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

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Enclave at Black Point Marina Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

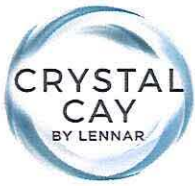
to

Grau & Associates

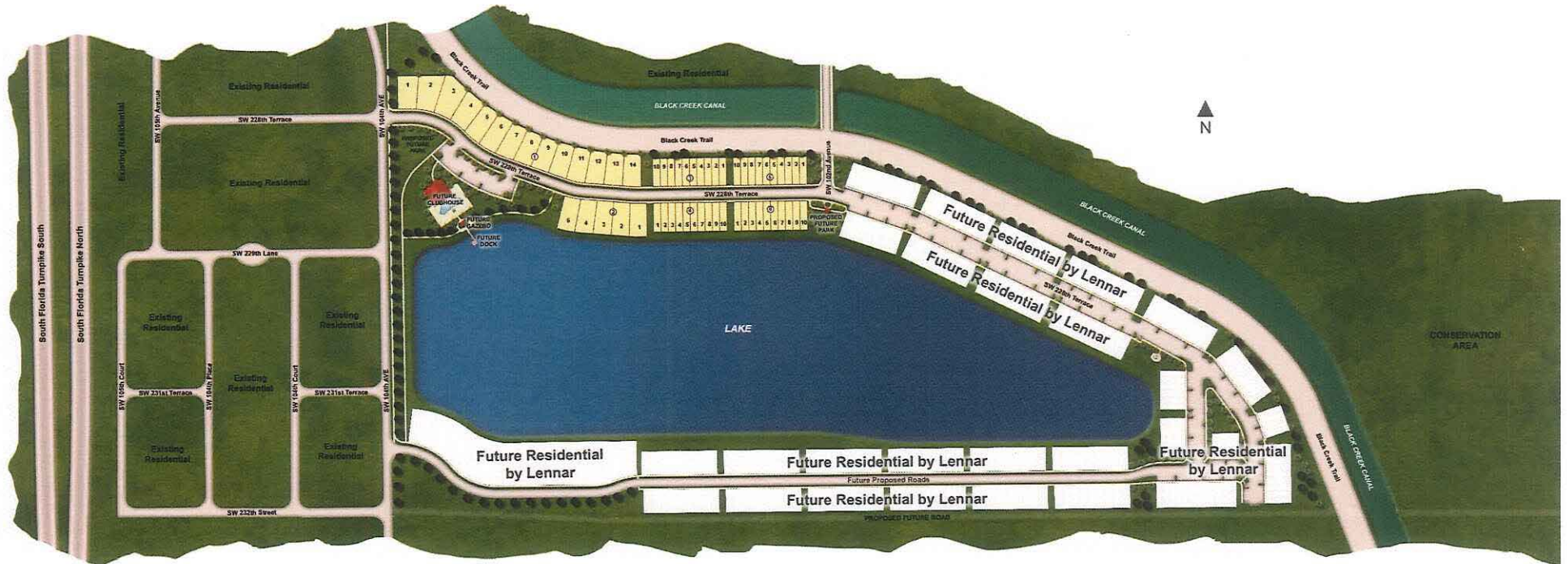
For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016



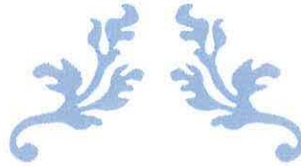
PRELIMINARY OVERALL COMMUNITY SITE PLAN



PRELIMINARY ARTIST'S CONCEPT
MAP IS NOT TO SCALE

LENNAR

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ENCLAVE AT BLACK POINT MARINA CDD

FIELD REPORT



NOVEMBER 4, 2019

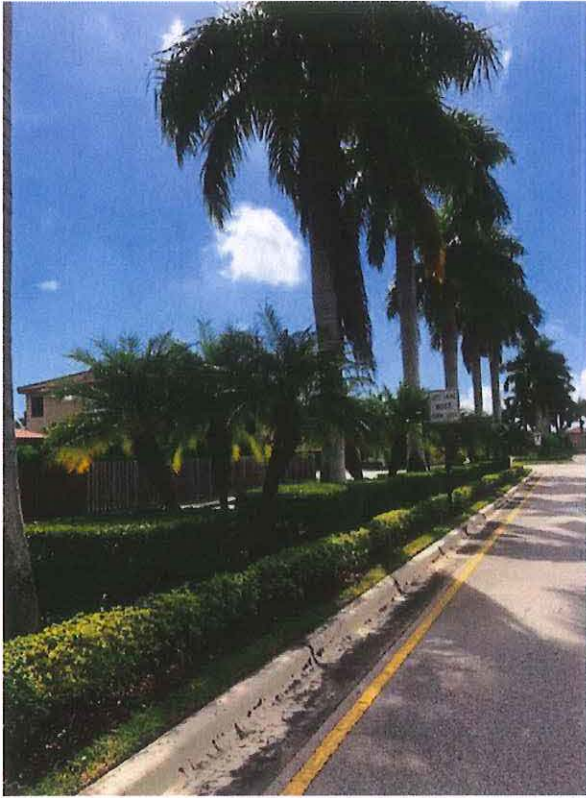
Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

ENCLAVE AT BLACK POINT MARINA CDD

LANDSCAPE

- Regular mowing performed as per contract.
- Trimming schedule has been performed as per the existing landscape contract.
- All District landscape was maintained, and all areas were sprayed for weeds.





- As per inspection Cooper leaf's need attention and vendor will check the irrigation system in the area.



LAKE

- New vendor Lake Doctors first lake treatment scheduled for the first week of November. Reports will follow the service.



Enclave at Black Point Marina

Community Development District

Check Run Summary

November 14, 2019

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
10/21/19	878-884	\$33,534.63
Total		<u>\$33,534.63</u>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/21/19	00030	9/04/19	I0000422 201909 310-51300-48000	ALM MEDIA, LLC	*	86.53	86.53 000878
10/21/19	00005	8/31/19	158099 201908 310-51300-31500	BILLING, COCHRAN, HEATH, LYLES,	*	500.00	500.00 000879
10/21/19	00036	10/01/19	3188 201910 320-53800-46800	ECO BLUE AQUATIC SERVICES, INC.	*	230.00	230.00 000880
10/21/19	00019	9/12/19	9569 201910 310-51300-45000	EGIS INSURANCE ADVISORS, LLC	*	6,931.00	6,931.00 000881
10/21/19	00037	9/02/19	683517 201910 320-53800-34500	ENVERA	*	1,862.04	1,862.04 000882
10/21/19	00001	10/01/19	179 201910 310-51300-34000		*	2,751.17	
		OCT2019	MGMT FEES		*	83.33	
		10/01/19	179 201910 310-51300-35100		*	208.33	
		OCT2019	COMPUTER TIME		*	83.33	
		10/01/19	179 201910 310-51300-31300		*	10.30	
		OCT2019	DISSEMINATION		*	93.75	
		10/01/19	179 201910 310-51300-49500		*	1,000.00	
		OCT2019	WEBSITE ADM		*		
		10/01/19	179 201910 310-51300-42000		*		
		OCT2019	POSTAGE		*		
		10/01/19	179 201910 310-51300-42500		*		
		OCT2019	COPIES		*		
		10/01/19	180 201910 320-53800-34000		*		
		OCT 2019	FIELD SERVICES	GMS-SF, LLC			4,230.21 000883
10/21/19	00032	11/01/18	29111518 201811 320-53800-46201		*	1,280.00	
		NOV 2018	PORTER SERVICE		*	2,484.17	
		4/01/19	32040119 201904 320-53800-46200		*	2,484.17	
		APR 2019	LAWN SERVICE		*	2,484.17	
		7/01/19	32070119 201907 320-53800-46200		*	2,484.17	
		JULY 2019	LAWN SERVICE		*		
		8/01/19	32080119 201908 320-53800-46200		*		
		AUG 2019	LAWN SERVICE		*		
		9/01/19	32090119 201909 320-53800-46200		*		
		SEPT 2019	LAWN SERVICE				

ENCL --ENCLAVE-- PPOWERS

*** CHECK DATES 09/05/2019 - 11/04/2019 ***

E ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 11/05/19

PAGE 2

ENCLAVE AT BLACK POINT MARINA

BANK A ENCLAVE AT BPM - GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		9/05/19	32090519	201909	320-53800-46200	*	4,714.00	
			COOPER LEAF/CROTON/TIMER					
		10/01/19	29100119	201910	320-53800-46201	*	1,280.00	
			OCT 2019 PORTER SERVICE					
		10/01/19	32100119	201910	320-53800-46200	*	2,484.17	
			OCT 2019 LAWN SERVICE					
			TONY'S NURSERY & GARDEN					19,694.85 000884
TOTAL FOR BANK A							33,534.63	
TOTAL FOR REGISTER							33,534.63	

ENCL --ENCLAVE-- PPOWERS

Enclave at Black Point Marina

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

September 30, 2019

	<u>Governmental Fund Types</u>			Totals (Memorandum Only) 2019
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<u>ASSETS:</u>				
Cash	\$140,207	---	---	\$140,207
Investments:				
<u>Series 2017</u>				
Reserve	---	\$115,236	---	\$115,236
Interest	---	\$21	---	\$21
Revenue	---	\$94,587	---	\$94,587
Acquisition & Construction	---	---	\$212,308	\$212,308
Cost of Issuance	---	---	\$9	\$9
Due from General Fund	---	\$0	---	\$0
Prepaid Expenses	\$0	---	---	\$0
TOTAL ASSETS	<u>\$140,207</u>	<u>\$209,845</u>	<u>\$212,317</u>	<u>\$562,369</u>
<u>LIABILITIES:</u>				
Accounts Payable	\$16,517	---	---	\$16,517
Due to Debt Service	\$0	---	---	\$0
<u>FUND BALANCES:</u>				
Reserved for Debt Service	---	\$209,845	---	\$209,845
Reserved for Capital Projects	---	---	\$212,317	\$212,317
Unreserved	<u>\$123,689</u>	<u>---</u>	<u>---</u>	<u>\$123,689</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$140,207</u>	<u>\$209,845</u>	<u>\$212,317</u>	<u>\$562,369</u>

ENCLAVE AT BLACK POINT MARINA

COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended September 30, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Maintenance Assessments	\$164,160	\$164,160	\$164,688	\$528
Miscellaneous Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$164,160	\$164,160	\$164,688	\$528
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$6,000	\$6,000	\$3,400	\$2,600
FICA Taxes	\$459	\$459	\$260	\$199
Engineering	\$5,000	\$5,000	\$1,258	\$3,743
Arbitrage	\$650	\$650	\$0	\$650
Dissemination	\$2,500	\$2,500	\$2,500	\$0
Attorney	\$20,000	\$20,000	\$9,506	\$10,494
Annual Audit	\$3,100	\$3,100	\$3,100	\$0
Trustee Fees	\$5,000	\$5,000	\$5,000	\$0
Management Fees	\$32,052	\$32,052	\$32,052	\$0
Computer Time	\$1,000	\$1,000	\$1,000	\$0
Telephone	\$150	\$150	\$23	\$127
Postage	\$750	\$750	\$37	\$713
Printing & Binding	\$1,000	\$1,000	\$567	\$433
Meeting Room Rental	\$0	\$0	\$240	(\$240)
Insurance	\$7,438	\$7,438	\$6,762	\$676
Legal Advertising	\$1,000	\$1,000	\$335	\$665
Other Current Charges	\$500	\$500	\$626	(\$126)
Website Compliance	\$500	\$500	\$500	(\$0)
Office Supplies	\$500	\$500	\$69	\$431
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$250	\$250	\$0	\$250
<u>Field</u>				
Field Manager	\$12,000	\$12,000	\$12,000	\$0
Security	\$40,000	\$40,000	\$17,070	\$22,930
Virtual Guard Gate	\$10,000	\$10,000	\$3,616	\$6,384
Landscape Maintenance	\$30,000	\$30,000	\$29,556	\$444
Porter Services	\$15,360	\$15,360	\$15,360	\$0
Landscape Replacement	\$10,000	\$10,000	\$0	\$10,000
Fountains	\$1,500	\$1,500	\$420	\$1,080
Repairs & Maintenance	\$1,500	\$1,500	\$0	\$1,500
Lake Maintenance	\$5,500	\$5,500	\$3,790	\$1,710
Irrigation Repairs	\$5,000	\$5,000	\$0	\$5,000
Contingency	\$4,784	\$4,784	\$0	\$4,784
TOTAL EXPENDITURES	\$223,668	\$223,668	\$149,222	\$74,446
Excess (deficiency) of revenues over (under) expenditures	(\$59,508)	(\$59,508)	\$15,466	\$74,974
Net change in fund balance	(\$59,508)	(\$59,508)	\$15,466	\$74,974
FUND BALANCE - Beginning	\$59,508		\$108,223	
FUND BALANCE - Ending	\$0		\$123,689	

ENCLAVE AT BLACK POINT MARINA

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2017

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
REVENUES:				
Special Assessments - A	\$227,026	\$227,026	\$230,068	\$3,042
Interest Income	\$0	\$0	\$5,167	\$5,167
TOTAL REVENUES	\$227,026	\$227,026	\$235,235	\$8,209
EXPENDITURES:				
Interest Expense - 11/1	\$53,956	\$53,956	\$53,956	\$0
Interest Expense - 05/1	\$53,094	\$53,956	\$53,956	\$0
Principal Expense - 05/1	\$115,000	\$115,000	\$115,000	\$0
TOTAL EXPENDITURES	\$222,050	\$222,913	\$222,913	\$0
Excess (deficiency) of revenues over (under) expenditures	\$4,976	\$4,113	\$12,323	\$8,209
Net change in fund balance	\$4,976	\$4,113	\$12,323	\$8,209
FUND BALANCE - Beginning	\$75,937		\$197,522	
FUND BALANCE - Ending	<u>\$80,913</u>		<u>\$209,845</u>	

ENCLAVE AT BLACK POINT MARINA

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND - SERIES 2017

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended September 30, 2019

Description	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$3,910	\$3,910
<i>TOTAL REVENUES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$3,910</u>	<u>\$3,910</u>
<u>EXPENDITURES:</u>				
Improvements (1)	\$0	\$0	(\$5,436)	\$5,436
<i>TOTAL EXPENDITURES</i>	<u>\$0</u>	<u>\$0</u>	<u>(\$5,436)</u>	<u>\$5,436</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$9,346</u>	<u>\$9,346</u>
Net change in fund balance	<u>\$0</u>	<u>\$0</u>	<u>\$9,346</u>	<u>\$9,346</u>
FUND BALANCE - Beginning	\$0		\$202,971	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$212,317</u>	

(1) Includes refund from Ortiz Construction

ENCLAVE AT BLACK POINT MARINA
COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<u>Series 2007A Special Assessment Bonds</u>
Original Issue Amount:	\$3,380,000
Interest Rate:	5.40%
Maturity Date:	May 1, 2037
Reserve Fund Requirement:	Lesser of: (i) Max Annual Debt Service for Bonds Outstanding (ii) 125% of Average Debt Service for Bonds Outstanding (iii) 10% of Original proceeds

Bonds outstanding - 9/30/13		\$3,065,000
Less: 11/1/13		\$0
5/1/14		(\$65,000)
5/1/15		(\$65,000)
5/1/16		(\$70,000)
5/1/17		(\$75,000)
5/1/17	Special	(\$20,000)
6/30/17	Special	(\$2,770,000)
Current Bonds Outstanding:		<u><u>\$0</u></u>

Bond Issue:	<u>Series 2017 Special Assessment Refunding Bonds</u>
	\$7,790,000
Interest Rate:	1.750% - 4.000%
Maturity Date:	May 1, 2037
Reserve Fund Requirement:	\$111,331.25

Bonds outstanding - 6/29/2017		\$3,085,000
Less: 5/1/18		(\$110,000)
5/1/19		(\$115,000)
Current Bonds Outstanding:		<u><u>\$2,860,000</u></u>

Enclave at Black Point Marina

Community Development District

Tax Collections

Fiscal Year Ending September 30, 2019

							300.20700.10000	300.36300.10000	
							\$ 241,440.00	\$ 172,800.00	\$ 414,240.00
							Debt	General	Total
Date Received	Gross Tax Received	Commissions	Discounts	Interest	Penalties	Net Amount Received	Service Fund 58.29%	Fund 41.71%	100.00%
11/20/18	\$ 22,438.00	\$ 224.38	\$ 888.54			\$ 21,325.08	\$ 12,429.33	\$ 8,895.75	\$ 21,325.08
11/30/18	\$ 70,766.00	\$ 707.66	\$ 2,802.34			\$ 67,256.00	\$ 39,200.19	\$ 28,055.81	\$ 67,256.00
12/8/18	\$ 267,530.00	\$ 2,675.30	\$ 10,594.19			\$ 254,260.51	\$ 148,195.87	\$ 106,064.64	\$ 254,260.51
12/19/19	\$ 32,794.00	\$ 327.94	\$ 1,298.64			\$ 31,167.42	\$ 18,165.95	\$ 13,001.47	\$ 31,167.42
1/9/19	\$ 1,726.00	\$ 17.26	\$ 51.26			\$ 1,657.48	\$ 966.06	\$ 691.42	\$ 1,657.48
1/24/19				\$ 219.91		\$ 219.91	\$ 128.17	\$ 91.74	\$ 219.91
2/8/19	\$ 3,452.00	\$ 34.52	\$ 68.35			\$ 3,349.13	\$ 1,952.04	\$ 1,397.09	\$ 3,349.13
3/8/19	\$ 5,178.00	\$ 51.78	\$ 51.26			\$ 5,074.96	\$ 2,957.94	\$ 2,117.02	\$ 5,074.96
4/9/19	\$ 5,178.00	\$ 51.78				\$ 5,126.22	\$ 2,987.82	\$ 2,138.40	\$ 5,126.22
5/3/19	\$ -	\$ -		\$ 16.02		\$ 16.02	\$ 9.34	\$ 6.68	\$ 16.02
5/7/19	\$ 1,726.00	\$ 17.26		\$ 9.01	\$ (12.02)	\$ 1,729.77	\$ 1,008.20	\$ 721.57	\$ 1,729.77
6/6/19	\$ 1,726.00	\$ 17.26		\$ 51.27		\$ 1,760.01	\$ 1,025.82	\$ 734.19	\$ 1,760.01
6/19/19	\$ 1,726.00	\$ 17.26			\$ (76.89)	\$ 1,785.63	\$ 1,040.76	\$ 744.87	\$ 1,785.63
7/23/19				\$ 27.34		\$ 27.34		\$ 27.34	\$ 27.34
TOTALS	\$ 414,240.00	\$ 4,142.40	\$ 15,754.58	\$ 323.55	\$ (12.02)	\$ 394,728.14	\$ 230,067.50	\$ 164,687.98	\$ 394,755.48
							95%	95%	

001.300.20700.10000

Per Section 9.07, Master Trust Indenture:

Patti Powers, Treasurer

Officer's Certification:
This information is correct.

Date:

Transfer To Debt Service		
Date	Amount	Check #s
11/20/18	\$ 12,429.33	803
12/14/18	\$ 187,396.07	809
2/6/19	\$ 19,260.18	823
3/5/19	\$ 1,952.05	828
4/24/19	\$ 5,945.76	838
7/1/19	\$ 2,043.36	860
8/21/19	\$ 1,040.75	870
	\$ 230,067.50	

V#18

Balance to Transfer \$ 0.00