

*Hartford Terrace
Community Development District*

Agenda

August 17, 2023

AGENDA

Hartford Terrace

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 10, 2023

Board of Supervisors
Hartford Terrace
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Hartford Terrace Community Development District** will be held on **Thursday, August 17, 2023 at 2:30 PM, or as shortly thereafter as reasonably possible, at 1115 Aloha Blvd., Davenport, Florida 33897.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 18, 2023 Board of Supervisors Meeting
4. Public Hearing
 - A. Public Comment
 - B. Consideration of Resolution 2023-02 Adopting the Fiscal Year 2024 Budget and Relating the Annual Appropriations
5. Consideration of Fiscal Year 2024 Budget Funding Agreement
6. Consideration of Resolution 2023-03 Appointing an Assistant Treasurer
7. Consideration of Resolution 2023-04 Re-Designating Bank Account Signatories
8. Review and Acceptance of Fiscal Year 2022 Audit
9. Consideration of Acquisition Agreement
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests 17-19
 - iii. Approval of Fiscal Year 2024 Meeting Dates
11. Other Business
12. Supervisor's Requests
13. Adjournment

Sincerely,

George Flint

George S. Flint

District Manager

MINUTES

**MINUTES OF MEETING
HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hartford Terrace Community Development District was held on Thursday, **May 18, 2023** at 2:30 p.m. at 1115 Aloha Blvd., Davenport, Florida.

Present and constituting a quorum were:

Chris Wrenn	Chairman
Eric Baker	Vice Chairman
Mary Burns	Assistant Secretary

Also, present were:

George Flint	District Manager, GMS
Andy Hatton	GMS
Ryan Dugan <i>by phone</i>	District Counsel

The following is a summary of the discussions and actions taken at the May 18, 2023 Hartford Terrace Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. Three Board members were in attendance at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

Acceptance of March 16, 2023 Audit Committee Meeting Minutes and Approval of the March 16, 2023 Board of Supervisors Meeting

Mr. Flint presented the March 16, 2023 Audit Committee meeting minutes and the March 16, 2023 Board meeting minutes. He asked for any comments, corrections, or changes. The Board had no changes to either sets of minutes.

On MOTION by Mr. Baker, seconded by Mr. Wrenn, with all in favor, Accepting the Minutes of the March 16, 2023 Audit Committee Meeting and Approval of the March 16, 2023 Board of Supervisors Meeting, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-01 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing

Mr. Flint stated this approves a proposed budget and sets a time for setting the public hearing. We are recommending the August 2023 meeting at 2:30 p.m. in this location for the hearing and the proposed budget is an administrative budget and developer funded. He noted no operating expenses are included in this based on where they are with the project. Mr. Flint stated that they will continue to operate under a developer funding agreement. The developer will only be responsible for the actual costs. You are just approving the proposed budget at this point and the final budget will be approved at the hearing in August.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Resolution 2023-01 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

Ratification of Funding Requests 13 – 17

Mr. Flint noted funding requests 13-17 were transmitted to the developer under the Developer Funding Agreement. He stated these have been processed and he was just asking for ratification.

On MOTION by Mr. Baker, seconded by Mr. Wrenn, with all in favor, Funding Requests 13-17, were ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Dugan stated that he had nothing to report.

B. Engineer

Mr. Flint stated the engineer couldn't make the meeting but there are no issues they need to address.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through March 31. He asked for any comments or questions on those.

ii. Presentation of Number of Registered Voters: 0

Mr. Flint stated there are zero registered voters as of April 15th. Once the District has been in existence six years and they have 250 registered voters, the Board starts to transition to general election.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, the meeting was adjourned at 2:36 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

SECTION B

RESOLUTION 2023-02

THE ANNUAL APPROPRIATION RESOLUTION OF THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Hartford Terrace Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Hartford Terrace Community Development District for the Fiscal Year Ending September 30, 2024.”

- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
_____ FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST 2023.

ATTEST:

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Hartford Terrace
Community Development District

Proposed Budget
FY2024



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1 General Fund

2-4 General Fund Narrative

Hartford Terrace
Community Development District
Proposed Budget
General Fund

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Revenues					
Developer Contributions	\$ 137,860	\$ 33,667	\$ 40,768	\$ 74,435	\$ 138,630
Total Revenues	\$ 137,860	\$ 33,667	\$ 40,768	\$ 74,435	\$ 138,630
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 12,000	\$ -	\$ 3,000	\$ 3,000	\$ 12,000
FICA Expense	\$ 900	\$ -	\$ 225	\$ 225	\$ 900
Engineering	\$ 15,000	\$ -	\$ 3,750	\$ 3,750	\$ 15,000
Attorney	\$ 25,000	\$ 4,018	\$ 6,250	\$ 10,268	\$ 25,000
Annual Audit	\$ 4,000	\$ 2,800	\$ -	\$ 2,800	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 3,750	\$ -	\$ -	\$ -	\$ 4,020
Management Fees	\$ 40,000	\$ 30,000	\$ 10,000	\$ 40,000	\$ 40,000
Information Technology	\$ 1,800	\$ 1,350	\$ 450	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 900	\$ 300	\$ 1,200	\$ 1,200
Telephone	\$ 300	\$ -	\$ 75	\$ 75	\$ 300
Postage & Delivery	\$ 1,000	\$ 53	\$ 250	\$ 303	\$ 1,000
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Printing & Binding	\$ 1,000	\$ 18	\$ 250	\$ 268	\$ 1,000
Legal Advertising	\$ 10,000	\$ 1,454	\$ 2,500	\$ 3,954	\$ 10,000
Other Current Charges	\$ 5,000	\$ -	\$ 1,250	\$ 1,250	\$ 5,000
Office Supplies	\$ 625	\$ 44	\$ 156	\$ 201	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ 165	\$ 165	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Expenditures	\$ 137,860	\$ 45,814	\$ 28,621	\$ 74,435	\$ 138,630
Excess Revenues/(Expenditures)	\$ -	\$ (12,147)	\$ 12,147	\$ -	\$ -

Hartford Terrace

Community Development District

General Fund Budget

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Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

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Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer, Honeycutt & Associates, Inc provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock LLP, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District. Governmental Management Services – Central Florida, LLC provides these services.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Hartford Terrace

Community Development District

General Fund Budget

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance. Governmental Management Services – Central Florida, LLC provides these services.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Hartford Terrace Community Development District General Fund Budget

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

SECTION 5

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 FUNDING AGREEMENT

This agreement ("**Agreement**") is made and entered into as of 17th day of August, 2023, by and between:

Hartford Terrace Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida ("**District**"), and

Pulte Home Company, LLC, a Michigan limited liability company and a landowner in the District ("**Developer**") with an address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024 Budget**"); and

WHEREAS, this Fiscal Year 2023/2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2023/2024 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2023/2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not

materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. ALTERNATIVE COLLECTION METHODS.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Hartford Terrace Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

**Pulte Home Company, LLC
a Michigan limited liability company**

Witness

By: _____
Its: _____

- EXHIBIT A:** Property Description
- EXHIBIT B:** Fiscal Year 2023/2024 Budget

Hartford Terrace
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Proposed Budget
FY2024



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Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
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Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Hartford Terrace Community Development District General Fund Budget

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

SECTION 6

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Hartford Terrace Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Darrin Mossing, Sr. is appointed Assistant Treasurer.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of August 2023.

ATTEST:

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION 7

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT APPOINTING THE DISTRICT’S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT’S LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hartford Terrace Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Polk County, Florida; and

WHEREAS, the District’s Board of Supervisors desires to appoint the District’s appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District’s local bank account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The District’s appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District’s local bank account.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of August 2023.

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION 8

**HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE PERIOD FROM INCEPTION JUNE 21, 2022 TO
SEPTEMBER 30, 2022**

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Hartford Terrace Community Development District, Polk County, Florida ("District") as of and for the period from inception June 21, 2022 to September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2022, and the respective changes in financial position, thereof for the period from inception June 21, 2022 to September 30, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 22, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 22, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Hartford Terrace Community Development District, Polk County, Florida ("District") provides a narrative overview of the District's financial activities for the period from inception June 21, 2022 to September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement ("GASB") No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* issued June 1999. Comparative information between the current year and the prior year is required to be presented in the Management's Discussion and Analysis ("MD&A"). However, because this is the first year of operations of the District, comparative information is excluded in this report. Subsequent reports will include the comparative information.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position balance of (\$4,846).
- The change in the District's total net position in comparison with the prior fiscal year was (\$4,846), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$8,299. The total fund balance is unassigned and is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, and capital projects fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION	
SEPTEMBER 30,	
	2022
Current and other assets	<u>\$ 31,883</u>
Total assets	<u>31,883</u>
Current liabilities	23,584
Long-term liabilities	<u>13,145</u>
Total liabilities	<u>36,729</u>
Net position	
Unrestricted	<u>(4,846)</u>
Total net position	<u>\$ (4,846)</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to Developer advances which are expected to be repaid upon the issuance of Bonds.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION	
FOR THE PERIOD FROM INCEPTION JUNE 21, 2022 TO	
SEPTEMBER 30,	
	<u>2022</u>
Revenues:	
Program revenues	
Operating grants and contributions	\$ 46,594
Total revenues	<u>46,594</u>
Expenses:	
General government	38,295
Bond issue costs	<u>13,145</u>
Total expenses	<u>51,440</u>
Change in net position	(4,846)
Net position - beginning	<u>-</u>
Net position - ending	<u>\$ (4,846)</u>

As noted above and in the statement of activities, the cost of all governmental activities during the period from inception June 21, 2022 to September 30, 2022 was \$51,440. Program revenues are comprised of Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception June 21, 2022 to September 30, 2022.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Hartford Terrace Community Development District's Finance Department at 219 East Livingston Street Orlando, Fl. 32801.

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

	Governmental Activities
ASSETS	
Cash	\$ 17,055
Due from Developer	14,828
Total assets	31,883
 LIABILITIES	
Accounts payable	23,584
Noncurrent liabilities:	
Developer advances	13,145
Total liabilities	36,729
 NET POSITION	
Unrestricted	(4,846)
Total net position	\$ (4,846)

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION JUNE 21, 2022 TO SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Operating Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position</u> <u>Governmental Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 38,295	\$ 46,594		\$ 8,299
Bond issue costs	13,145	-		(13,145)
Total governmental activities	51,440	46,594		(4,846)
				(4,846)
				Net position - beginning
				-
				\$ (4,846)

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT
POLK COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	Major Funds		Total
	General	Capital Projects	Governmental Funds
ASSETS			
Cash	\$ 17,055	\$ -	\$ 17,055
Due from Developer	14,828	8,339	23,167
Total assets	\$ 31,883	\$ 8,339	\$ 40,222
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 23,584	8,339	\$ 31,923
Total liabilities	23,584	8,339	31,923
 Fund balances:			
Unassigned:	8,299	-	8,299
Total fund balances	8,299	-	8,299
 Total liabilities and fund balances	 \$ 31,883	 \$ 8,339	 \$ 40,222

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

Total fund balances - governmental funds	\$	8,299
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Amounts reported for governmental activities in the statement of net position are different because:

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Developer advance	(13,145)	(13,145)
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Net position of governmental activities	\$	(4,846)
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See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE PERIOD FROM INCEPTION JUNE 21, 2022 TO SEPTEMBER 30, 2022**

	Major Funds		Total Governmental Funds
	General	Capital Projects	
REVENUES			
Developer contributions	\$ 46,594	\$ -	46,594
Total revenues	46,594	-	46,594
EXPENDITURES			
Current:			
General government	38,295	-	38,295
Debt Service:			
Bond issue costs	-	13,145	13,145
Total expenditures	38,295	13,145	51,440
Excess (deficiency) of revenues over (under) expenditures	8,299	(13,145)	(4,846)
OTHER FINANCING SOURCES (USES)			
Developer proceeds	-	13,145	13,145
Total other financing sources (uses)	-	13,145	13,145
Net change in fund balances	8,299	-	8,299
Fund balances - beginning	-	-	-
Fund balances - ending	\$ 8,299	\$ -	\$ 8,299

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION JUNE 21, 2022 TO SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$ 8,299
Amounts reported for governmental activities in the statement of activities are different because:	
 Governmental funds report Developer advances as financial resources whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	 <u>(13,145)</u>
 Change in net position of governmental activities	 <u>\$ (4,846)</u>

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Hartford Terrace Community Development District ("District") was created on June 21, 2022 by Ordinance No. 2022-045 of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. All of the Board members are affiliated with Pulte Home Company, LLC ("Developer")

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector for non-Developer owned lots. The amounts remitted to the District are net of applicable discounts or fees. In addition, amounts remitted by the County Tax Assessor/Collector include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$46,594 which includes a receivable of \$14,828 at September 30, 2022. In addition, the Developer has agreed to provide funding related to the future issuance of Bonds and has incurred \$13,145 in bond issue costs which would be reimbursed to the Developer upon issuance of the Bonds. If Bonds are not issued within 5 years then the advance will be considered a Developer contribution. The Bonds have not been issued as of the date of the report.

NOTE 6 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE PERIOD FROM INCEPTION JUNE 21, 2022 TO SEPTEMBER 30, 2022**

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original & Final		
REVENUES			
Developer contributions	\$ 54,087	\$ 46,594	\$ (7,493)
Total revenues	54,087	46,594	(7,493)
EXPENDITURES			
Current:			
General government	54,087	38,295	15,792
Total expenditures	54,087	38,295	15,792
Excess (deficiency) of revenues over (under) expenditures	\$ -	8,299	\$ 8,299
Fund balance - beginning		-	
Fund balance - ending		\$ 8,299	

See notes to required supplementary information

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception June 21, 2022 to September 30, 2022.

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
OTHER INFORMATION-DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	0
Number of independent contractors compensated in September 2022	0
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$0.00
Independent contractor compensation for FYE 9/30/2022	\$51,438.55
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See page 17 of annual financial report
Ad Valorem taxes	Not applicable
Non ad valorem special assessments;	Not applicable
Outstanding Bonds:	Not applicable



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Hartford Terrace Community Development District, Polk County, Florida ("District") as of and for the period from inception June 21, 2022 to September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 22, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 22, 2023



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Hartford Terrace Development District
Polk County, Florida

We have examined Hartford Terrace Community Development District, Polk County with Rule 10.556(10) of the Auditor General of the State of Florida during the period from inception June 21, 2022 to September 30, 2022. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the period from inception June 21, 2022 to September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Hartford Terrace Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 22, 2023



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Hartford Terrace Community Development District, Polk County, Florida ("District") as of and for the period from inception June 21, 2022 to September 30, 2022, and have issued our report thereon dated June 22, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 22, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Hartford Terrace Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Hartford Terrace Community Development District, Polk County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 22, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS

N/A – first year audit

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A – first year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the period from inception June 21, 2022 to September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the period from inception June 21, 2022 to September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 19.

SECTION 9

**AGREEMENT BY AND BETWEEN THE HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT AND PULTE HOME COMPANY, LLC,
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
INFRASTRUCTURE AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ 2023, by and between:

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company and a landowner in the District, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2022-45 enacted by the Board of County Commissioners of the Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway improvements, potable water systems, sanitary sewer systems, reclaimed water systems, duct bank undergrounding, drainage works, landscaping and irrigation, wetland mitigation, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary owner of certain lands located within the boundaries of the District (the “**Development**”); and

WHEREAS, the District presently intends to finance all or a portion of the planning, design, acquisition, construction, and/or installation of certain infrastructure improvements, facilities, and services, as detailed in the *Engineer’s Report* dated July 5, 2022 (**Engineer’s Report**), which is attached to this Agreement as **Exhibit A (“District Improvements”)**; and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the “**Work Product**”); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in **Exhibit A** until such time as the District has closed on the sale of its proposed Hartford Terrace Community Development District Special Assessment Bonds, in one or more series (the “**Bonds**”), the proceeds of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Developer desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in **Exhibit A** (the “**Real Property**”), if any such conveyances are appropriate, upon the terms and conditions contained herein; and

WHEREAS, the District and the Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement and the indenture relating to the Bonds on such date as the Parties may jointly agree upon (“**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. WORK PRODUCT AND DISTRICT IMPROVEMENTS. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and District Improvements in accordance with the provision of this Agreement.

- a. *Request for Conveyance and Supporting Documentation* – When Work Product or District Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or District Improvement and estimated cost.

Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the satisfaction of the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, or the fair market value of the Work Product or District Improvements, whichever is less, as determined by the District Engineer. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or District Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product and/or District Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall be part of or accompany the requisition for the funds from the trustee for the applicable series of Bonds (“**Trustee**”).
 - i. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s affidavit which shall accompany the requisition for the funds from the applicable Trustee.
- c. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

Such releases shall be provided in a timely manner in the sole discretion of the District.

- i. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- d. **Transfers to Third Party Governments** – If any item acquired is to be conveyed by the District to a third party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- e. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.
- f. **Engineer's Certification** – Nothing herein shall require the District to accept any Work Product and/or District Improvements unless the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or improvements are part of the District Improvements; (ii) the price for such Work Product and/or District Improvements did not exceed the lesser of the cost of the Work Product and/or District Improvements or the fair market value of the Work Product and/or District Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any District Improvements, the District Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any District Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the District Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any District Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the District Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the

District Improvements, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose or the cost basis of the Real Property, whichever is less. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the District Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District’s reasonable discretion, would materially interfere with the District’s use of such lands, the Developer shall cure, or cause to be cured, such defects at no expense to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. Unless otherwise determined by the District’s bond counsel, the parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Polk County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property to be acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Work Product, District Improvements or Real Property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Work Product, District Improvements or Real Property, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

7. ACQUISITIONS AND BOND PROCEEDS. The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from Bonds (“**Prior Acquisitions**”) or after the District has spent all of the proceeds from Bonds. The District agrees to pursue the issuance of Bonds in good faith, provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, then the parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District may convey some or all of the Work Product and/or District Improvements in the Engineer’s Report to Polk County, Florida and hereby consents to the District’s conveyance of such Work Product and/or District Improvements prior to payment for any Prior Acquisitions.

8. DEFAULT. 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 and/or specific performance.

9. ATTORNEYS’ FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

12. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District: Hartford Terrace Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager
- With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
- B. If to the Developer: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: _____

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on 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. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change 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.

13. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no 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. Except as provided in the next succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer

any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of 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 Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for any series of Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of said Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee for any series of Bonds shall not be deemed to have assumed any obligations under this Agreement.

15. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Parties only upon the written consent of the other, which consent shall not be unreasonably withheld.

16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

17. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

WHEREFORE, the parties below execute this Acquisition Agreement effective the day and year first written above.

Attest:

**HARTFORD TERRACE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

PULTE HOME COMPANY, LLC

Witness

By: _____
Its: _____

Exhibit A: *Engineer's Report* dated July 5, 2022



July 5, 2022

Hartford Terrace
Community Development District
Polk County, Florida

Engineer's Report

Prepared by:

Kimley-Horn and Associates, Inc.
Lakeland, Florida

Kimley»»Horn

Engineer's Report

Hartford Terrace
Community Development District
Polk County, Florida

Prepared by:

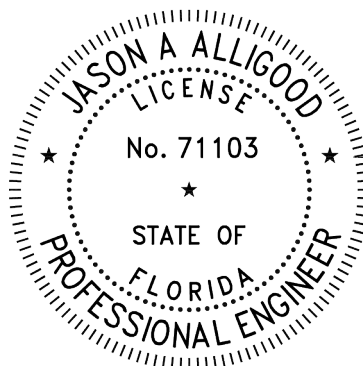
Kimley-Horn and Associates, Inc.

109 S. Kentucky Avenue

Lakeland, Florida 33801

FBPE No. CA 00000696

©Kimley-Horn and Associates
July 5, 2022



A handwritten signature in blue ink that reads "Jason A. Alligood".

Jason A. Alligood, P.E.
Florida License Number: 71103
Date: 7/5/22

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Attachments

- Exhibit A – Location Map
- Exhibit B – District Boundary
- Exhibit C – Site Plan
- Exhibit D – Utilities Map
- Exhibit E – Legal Description

1. Introduction

A. Description of the Hartford Terrace Community Development District

The Hartford Terrace Community Development District (the "District") is located within Section 32, Township 27 South, Range 26 East and Section 05, Township 27 South, Range 27 East in Polk County, Florida. The District is bounded on the North by Polk County Right-of-Way that is reserved for a potential future roadway, on the West by US Highway 27, on the South by Forest Lake Drive, and on the East by Holly Hill Road and private owned land. A location map is included as Exhibit "A". The development within the District will consist of single-family detached homes and single-family townhomes as well as Amenity Center as shown on Exhibit B. Existing utility infrastructure is depicted on Exhibit C. The District infrastructure is projected to be constructed in three phases. The District legal description is included as Exhibit E. The breakdown of land uses is noted below in Table 1.

**Table 1
 Summary of Land Uses
 Proposed Hartford Terrace Community Development District**

Land Use	Gross Acres	Percentage
Townhomes	4.52	4.34%
Single Family Lots	52.1	49.98%
Townhome Open Space/Common Areas/Parking Area	2.10	2.01%
Amenity Area	3.76	3.61%
Stormwater Pond/Open Space (Tract 1)	3.84	3.68%
Stormwater Pond/Open Space (Tract 2)	2.58	2.47%
Stormwater Pond/Open Space (Tract 3)	3.62	3.47%
Stormwater Pond/Open Space (Tract 5)	5.27	5.06%
Stormwater Pond/Open Space (Tract 6)	2.80	2.69%
Right-of-Way	23.6	22.64%
Lift Station (Tract 4)	0.06	0.06%
TOTAL	104.25	100%

B. Purpose and Scope of Report

The purpose and scope of this report is to provide a description of the District and capital improvements to be financed by the District. The District's methodology consultant will develop the financing and assessment methodology.

The total capital improvement program ("CIP") for the District is estimated to cost \$24,420,000. The breakdown of this amount is shown in Table 2 on page 7. Infrastructure construction is projected to be undertaken in three phases. The CIP will be funded with proceeds from the issuance of tax-exempt bonds and/or developer funding.

2. District Boundary and Property

A. District Boundary

Exhibit "A" delineates the boundaries of the District, which consists of approximately 104.25 acres. The District is bounded on the North by Polk County Right-of-Way that is reserved for a potential future roadway, on the West by US Highway 27, on the South by Forest Lake Drive, and on the East by Holly Hill Road and private owned land.

B. Description of Property

The property within the District is located within Polk County and the City of Haines City in Section 32, Township 27 South, Range 26 East and Section 05, Township 27 South, Range 27 East. The District falls within the Residential Medium (RM) and Residential Low-3 (RL-3) District established by Polk County as shown on Exhibit B. The District falls within the Professional office/institutional (PIC-NR) District established by the City of Haines City. The District falls within the North Ridge Select Area Plan (SAP). The portion of the property within Polk County was approved as a Planned Development (PD) in May 2021 (County Project No. LDPD-2021-3). The portion of property located with the City of Haines City was approved as a Mixed-Use Planned Unit Development (MPUD) in October 2021.

The existing condition of the site includes citrus fields, sloping terrain from east to west. Soils generally consists of clean sand and a deep ground water table.

C. Existing Infrastructure

The District is located within the City of Haines City Utility Department service area.

There is an existing 16" water main along US Highway 27 to serve as one connection for potable water. There is an existing 10" water main located along Holly Hill Road to the east for the second connection to create a looped system (See Exhibit D).

Sanitary sewer is available via existing 16-inch force main along the west side of Holly Hill Road. The District will finance a lift station that services the District. The discharge from the lift station will convey via 8" force main to the 16-inch connection off Holly Hill Road.

Reclaim water is not currently available for connection. However, the City of Haines City requires dry reclaim lines be installed for future connection when reclaim lines extended by the City become available. In the interim, irrigation will be provided via temporary connection to the potable water system.

The District will have site access via a boulevard public roadway entrance on the west side that connects to U.S. Highway 27 to be constructed by the Developer and financed by the District. Access to the south connects to Forest Lake Drive (public roadway).

The District is located within the service area of Duke Energy (Electric) and Frontier (Telecom). Service is available from these providers and the providers have committed to serve the property owners throughout development.

3. Proposed District Infrastructure

Development Summary (Approximate)

- 433 Single-Family Detached Residential Units
- 84 Single-Family Attached Townhomes

Below provides the development unit breakdown by review jurisdiction:

COUNTY/CITY OF DAVENPORT

Single Family

40'X90' Lots

- 31 units
 - Phase 1: 20
 - Phase 2: 5
 - Phase 3: 6

40'X110' Lots

- 160 units
 - Phase 1: 94
 - Phase 2: 63
 - Phase 3: 3

50'X95' Lots

- 10 units
 - Phase 1: --
 - Phase 2: --
 - Phase 3: 10

50'X110' Lots

- 194 units
 - Phase 1: 106
 - Phase 2: 34
 - Phase 3: 54

60'X110' Lots

- 38 units
 - Phase 1: 25
 - Phase 2: 3
 - Phase 3: 10

CITY

Townhomes

- 84 units
 - Phase 1: --
 - Phase 2: 52
 - Phase 3: 32

Summary of Proposed District Infrastructure

The District CIP will be completed in three phases and will generally consist of the following categories:

- Roadways
- Utilities
- Earthwork
- Storm Water Management
- Landscaping and Irrigation Improvements
- Signage and Differential Cost for Underground Electric
- Hardscape Improvements in District Common Areas

Infrastructure construction was commenced in July 2022 and is expected to be completed within three years, through 2025. The infrastructure described below will function as a system of improvements benefitting all lands within the District.

A. Roadways

The public roadways within the District will consist of two boulevard entrances and two-lane sections constructed to provide access to all of the proposed land uses within and adjacent to the District's boundaries. The public roads will be constructed by the Developer and owned and maintained by the City of Haines City and Polk County (or City of Davenport if Annexed) within their respective jurisdictional boundaries. All roads within the District will be open and available to the general public. Sidewalks within common areas are included in this category.

The roadways will be constructed in accordance with the City of Haines City, Polk County, and City of Davenport standards. Typically, the roads will consist of asphalt, lime rock base and stabilized subgrade with curb and gutter. The right of way design will include sidewalks, lighting, landscaping and utilities including water, sewer and drainage. The District will not finance lighting except the differential cost of undergrounding of electric lines. The roadways will provide ingress and egress for the District.

In addition, improvements to U.S. Highway 27 are required including two (2) right turn lanes on the northbound side and signalized median improvements. Improvements to Forest Lake Drive are required, including a right turn lane and left turn lane into the District. Forest Lake Drive is to be reconstructed by the Developer, and financed by the District, from U.S. 27 to Holly Hill Road and includes a right turn lane and left turn lane into the development. A portion of the development cost will be credited via impact fee credits for an approximate 550 lineal feet of Forest Lake Drive from U.S 27 to the Development west property line.

B. Utilities

The utilities within the District will consist of potable water, wastewater collection and transmission, and dry utility conduit. Costs for conduit to be used by private utilities such as electric, cable, and communication lines have not been included as CDD costs. The utility systems will be designed in accordance with the applicable standards of each type of system. Potable water and wastewater collection systems will be designed to City of Haines City and Florida Department of Environmental Protection (FDEP) specifications. City of Haines City affirmed that it has the capacity for wastewater treatment services to the District and will have capacity to provide water either directly or through a combination of public infrastructure and onsite wells.

The potable water lines will typically run within the right of way of all the roadways and at build out will provide a complete interconnected network of water lines. At build out, the water lines will connect to mains at US Highway 27 and Holly Hill Road. Fire hydrants will be installed according to the City of Haines City and Polk County Fire Codes.

The wastewater lines will consist of manholes and gravity PVC lines within the roadway rights-of-way. The lift station will then pump the wastewater via PVC force main to the existing city force main/sewage collection system on the west side of Holly Hill Road. When constructed, the wastewater lines will provide service to lots and parcels within the District.

The City of Haines City requires dry reclaim lines for irrigation be installed for future connection when reclaim lines extended by the City become available. In the interim, irrigation will be provided via temporary connection to the potable water system.

The District will not finance the cost of any water or wastewater lateral (service) lines to private lots.

C. Earthwork

The District consists of sloping terrain from east to west which required earthwork moving operations in order to construct roadways and storm water management. The material excavated will be moved and shaped to allow for controlled slopes within the District right-of-way and lot boundaries. Fill will not be carried to or used for grading of private lots.

D. Storm Water Management

The District storm water management system will consist of retention ponds, inlets, pipes, swales, berms, and control structures. The storm water management system will be designed in accordance with standards set by Polk County, the City of Haines City, the City of Davenport, Florida Department of Transportation (FDOT), and the Southwest Florida Water Management District (SWFWMD). A system of inlets, pipes, swales and berms will convey the runoff into retention ponds throughout the District's boundaries. The ponds will treat and attenuate the runoff to required standards.

E. Landscaping and Irrigation Improvements

Landscaping is proposed throughout the District boundaries in right of ways, open space areas, and boundary buffers. The landscaping will consist of shrub and tree plantings as well as a variety of perennial plants and material. Incorporated with the landscape improvements will also be pedestrian improvements such as sidewalks and entry features. Construction of sidewalks and other pedestrian improvements will be performed after the roadways are complete, and installation of landscape improvements will occur near the time of project construction completion. The development is required to provide irrigation.

F. Signage, Lighting, and Underground Electric

Per Florida Statute 190.012(1)(d), the District shall have the ability to fund basic infrastructure improvements and community facilities including streetlights (if owned by the District), landscaping, hardscaping, and the differential cost of undergrounding of electric utility lines. Signage and lighting improvements will be provided within the District's boundaries marking the entrance way, roadways and points of interest. Lighting will be constructed in pedestrian and parking areas and will be maintained by the District or by agreement with Duke Energy. The District will only finance the differential cost of undergrounding of electric utilities. All other lighting facilities will be by way of annual operation and maintenance.

4. Opinion of Preliminary Probable Construction Costs

A summary of the opinion of the probable construction costs (OPCC) for the District infrastructure is provided in Table 2. The District will be financing all or a portion of the proposed infrastructure costs for the capital improvements noted in Table 2 with the proceeds of the tax-exempt bonds anticipated to be issued by the District. Any public improvements not financed by the District will be completed by the Developer and contributed to the District. The OPCC has assumed 2022 fees for design and construction of the anticipated improvements. Fluctuations do occur with material costs, permitting and design constraints that could impact the estimates. The costs do not include legal, administrative or financial services necessary to operate and maintain the District.

Table 3 summarizes the ownership and maintenance responsibilities anticipated for the design components listed in this report. Upon completion of construction and final certification, the infrastructure component will be turned over to the operation and maintenance entity.

It is the professional opinion of Kimley-Horn and Associates, Inc. that the preliminary probable costs are reasonable based on the information available and the anticipated quality and quantity of work described, and that it is feasible to construct the CIP.

Table 2
Summary of Preliminary Probable Capital Costs for Capital Improvements of the Proposed Hartford Terrace Community Development District*

<u>Category</u>	
Roadways	\$3,000,000
Drainage/Earthwork	\$8,400,000
Utilities – Water	\$1,800,000
Utilities – Sewer	\$1,750,000
Utilities – Reclaimed	\$1,300,000
Utilities – Offsite Force Main	\$150,000
Forest Lake Road Improvements	\$1,800,000
U.S. Highway 27 Turn Lanes	\$3,500,000
Site Landscaping & Entry Features	\$500,000
10% Contingency (Professional Fees, etc.)	\$2,220,000
Total	\$24,420,000

*Please note that the cost estimates and description of the CIP are based on current plans and market conditions, which are subject to change. That said, the CIP as defined herein, refers to the roadways, stormwater management systems, utilities, landscape/irrigation/hardscaping features, and underground differential costs of electric utilities necessary to support the development and sale of the planned residential units, which type and amount may be changed with the development of the CIP and/or any anticipated amendment to the District's boundaries.

**Table 3
Infrastructure Ownership & Maintenance***

<u>Facility</u>	<u>Funded</u>	<u>Maintained</u>	<u>Ownership</u>
Site Development (3 Phases)			
Public Roads	CDD	City of Haines City City of Davenport	City of Haines City City of Davenport
Earthwork	CDD	CDD	CDD
Stormwater Management	CDD	CDD	CDD
Roads (Offsite)			
Forest Lake Drive	CDD	County	County
U.S. 27 Turn Lanes	CDD	FDOT	FDOT
Utilities Water	CDD	City of Haines City	City of Haines City
Utilities Sewer	CDD	City of Haines City	City of Haines City
Utilities Sewer Offsite Force Main	CDD	City of Haines City	City of Haines City
Utilities Reclaimed	CDD	City of Haines City	City of Haines City
Site Landscaping & Entry Features	CDD	CDD	CDD

5. List of Approvals to Date

The following is a summary of approvals, to date.

- Polk County Level 2 Permit
- Polk County Level 3 Planned Development (PD) Approval
- Polk County Mass Grading Permit
- City of Haines City Mixed-Use Planned Unit Development (MUPUD)
- City of Haines City Preliminary Plat
- Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP)
- Florida Department of Environmental Protection (FDEP) Construction of a Domestic Wastewater Collection/Transmission System
- Department of Health Polk County Permit to Construction Public Water System Components (dry lines)

6. Conclusion

The special benefit to the assessable lands within the District from the financed CIP will be equal to or greater than the costs thereof. The District will pay the least of the actual costs or fair market value of the public improvements. All public improvements financed by the District will be on land owned by the District or another unit of local government or such entities will have a perpetual easement.

EXHIBIT A

LOCATION MAP

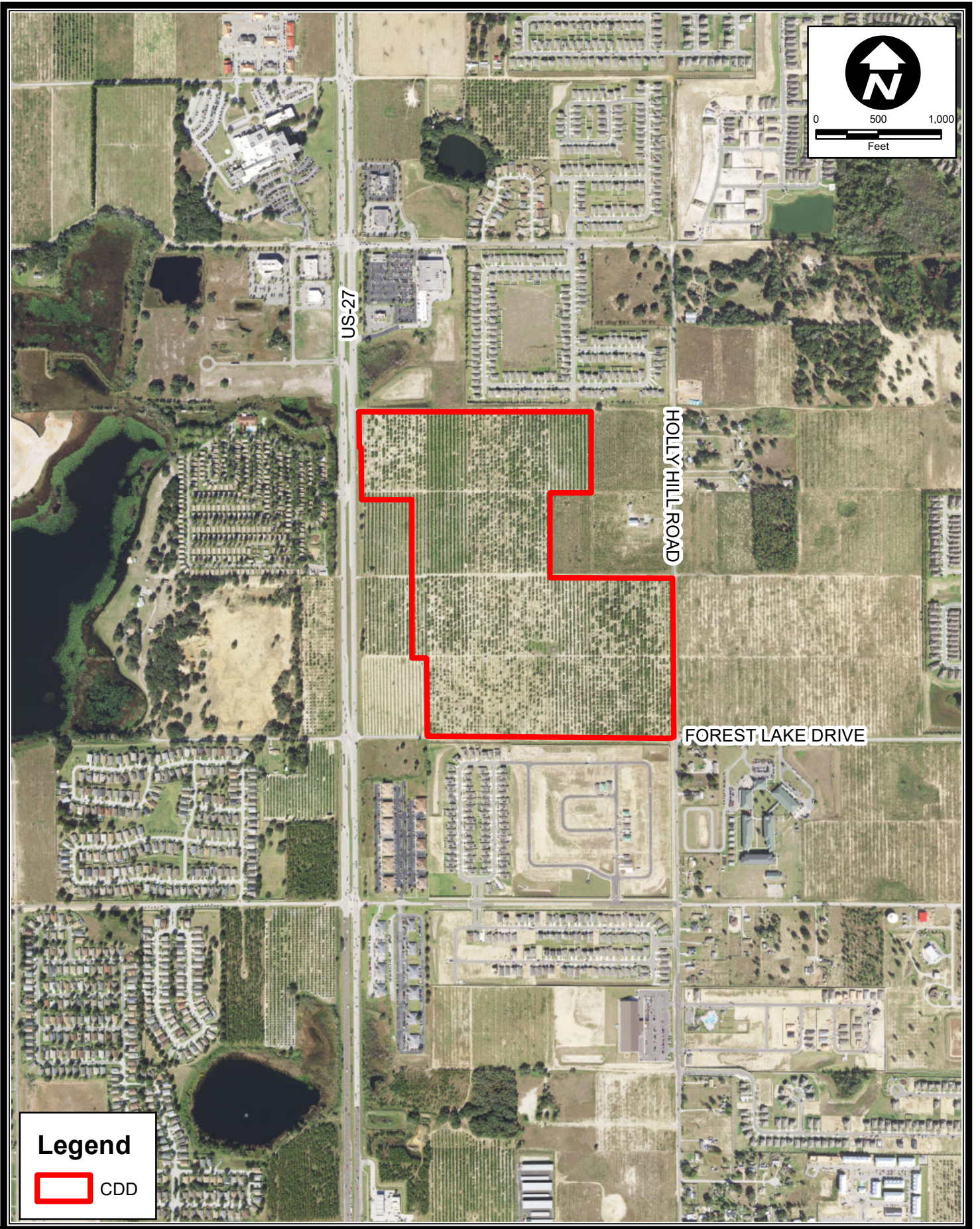
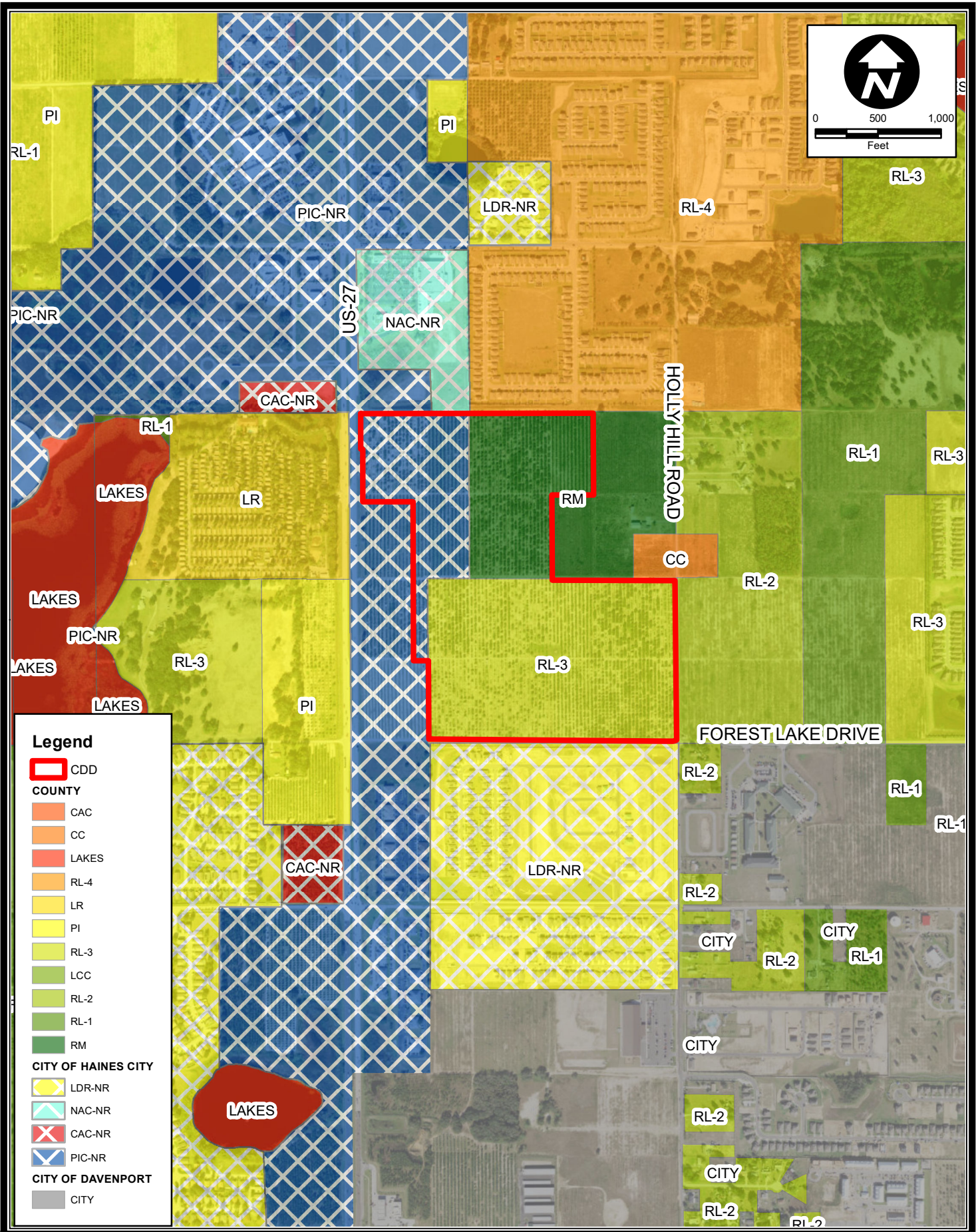


EXHIBIT B

DISTRICT BOUNDARY



FUTURE LAND USE MAP

HARTFORD TERRACE

MARCH 2022

KHA JOB 046489003

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 109 South Kentucky Avenue, Lakeland, FL 33801
 Phone: 863 701 8702
 www.kimley-horn.com CA 00000696

Kimley»Horn

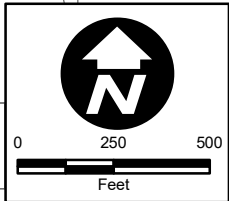
E-2

EXHIBIT C

SITE PLAN

EXHIBIT D

UTILITIES MAP



8" FM EXTENSION

16" FM

PROPOSED LIFT STATION

US-27

HOLLY HILL ROAD

8" FM

16" WM

16" WM

FOREST LAKE DRIVE

Legend





-  EXISTING FORCE MAIN
-  EXISTING WATER MAIN
-  PROPOSED FORCE MAIN
-  CDD

EXHIBIT E

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Tracts 18 through 22 and 28 through 30 and a portion of Tracts 17, 31 and 32 in the Southwest 1/4 of Section 32, Township 26 South, Range 27 East, AND Tracts 3 through 14 and a portion of Tract 2 in the Northwest 1/4 of Section 5, Township 27 South, Range 27 East AND that portion of 30 foot platted Right of Way therein, all lying in FLORIDA DEVELOPMENT CO. TRACT, as recorded in Plat Book 3, Page 60 of the Public Records of Polk County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of Tract 22 in the Southwest 1/4 of Section 32, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, as recorded in Plat Book 3, Page 60 of the Public Records of Polk County, Florida; thence run S00°15'07"E, a distance of 648.97 feet to the Southeast corner of said Tract 22; thence run S89°58'55"W, a distance of 330.45 feet to the Northeast corner of Tract 28; thence run S00°14'51"E, a distance of 678.69 feet to the Northwest corner of Tract 6 in the Northwest 1/4 of Section 5, Township 27 South, Range 27 East; thence run S89°58'09"E, a distance of 976.56 feet to the Northeast corner of Tract 8; thence run S00°30'40"E, a distance of 1,265.97 feet to a point on the North Right of Way line of Forest Lake Drive; thence along said North Right of Way line the following twelve (12) courses: run S61°35'18"W, a distance of 14.01 feet; thence run S80°17'32"W, a distance of 15.71 feet; thence run S87°57'23"W, a distance of 22.67 feet; thence run S89°43'27"W, a distance of 61.85 feet; thence run S89°55'41"W, a distance of 176.93 feet; thence run N89°45'43"W, a distance of 246.61 feet; thence run N89°24'47"W, a distance of 277.06 feet; thence run S89°55'59"W, a distance of 276.37 feet; thence run N89°19'06"W, a distance of 260.77 feet; thence run N89°23'15"W, a distance of 289.47 feet; thence run N89°20'10"W, a distance of 189.39 feet; thence run N89°04'05"W, a distance of 139.77 feet; thence leaving said North Right of Way line run N00°29'05"W, a distance of 624.32 feet to the Northwest corner of Tract 14; thence run N89°58'23"W, a distance of 117.00 feet; thence run N00°10'08"W, a distance of 1,262.66 feet; thence run S89°49'52"W, a distance of 398.33 feet to a point on the East Right of Way line of State Road 25 (U.S. Highway 27); thence along said East Right of Way line the following three (3) courses: run N00°22'01"W, a distance of 418.77 feet; thence run S89°37'59"W, a distance of 15.00 feet; thence run N00°22'01"W, a distance of 283.96 feet; thence run N89°55'58"E, a distance of 1,849.24 feet to the POINT OF BEGINNING.

Containing 104.25 acres, more or less.

SECTION 10

SECTION C

SECTION I

Hartford Terrace
Community Development District

Unaudited Financial Reporting
June 30, 2023



Table of Contents

1 Balance Sheet

2 General Fund

3 Capital Projects Fund

4 Month to Month

Hartford Terrace
Community Development District
Combined Balance Sheet
June 30, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 3,299	\$ -	\$ 3,299
Total Assets	\$ 3,299	\$ -	\$ 3,299
Liabilities:			
Accounts Payable	\$ 7,147	\$ -	\$ 7,147
Total Liabilites	\$ 7,147	\$ -	\$ 7,147
Fund Balance:			
Unassigned	\$ (3,848)	\$ -	\$ (3,848)
Total Fund Balances	\$ (3,848)	\$ -	\$ (3,848)
Total Liabilities & Fund Balance	\$ 3,299	\$ -	\$ 3,299

Hartford Terrace
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues:				
Developer Contributions	\$ 137,860	\$ 33,667	\$ 33,667	\$ -
Total Revenues	\$ 137,860	\$ 33,667	\$ 33,667	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 9,000	\$ -	\$ 9,000
FICA Expense	\$ 900	\$ 675	\$ -	\$ 675
Engineering	\$ 15,000	\$ 11,250	\$ -	\$ 11,250
Attorney	\$ 25,000	\$ 18,750	\$ 4,018	\$ 14,732
Annual Audit	\$ 4,000	\$ 4,000	\$ 2,800	\$ 1,200
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,750	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 30,000	\$ 30,000	\$ 0
Information Technology	\$ 1,800	\$ 1,350	\$ 1,350	\$ -
Website Maintenance	\$ 1,200	\$ 900	\$ 900	\$ -
Telephone	\$ 300	\$ 225	\$ -	\$ 225
Postage & Delivery	\$ 1,000	\$ 750	\$ 53	\$ 697
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 750	\$ 18	\$ 732
Legal Advertising	\$ 10,000	\$ 7,500	\$ 1,454	\$ 6,046
Other Current Charges	\$ 5,000	\$ 3,750	\$ -	\$ 3,750
Office Supplies	\$ 625	\$ 469	\$ 44	\$ 424
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 137,860	\$ 95,204	\$ 45,814	\$ 49,390
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (12,147)	
Fund Balance - Beginning	\$ -		\$ 8,299	
Fund Balance - Ending	\$ -		\$ (3,848)	

Hartford Terrace
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues				
Developer Advance	\$ -	\$ -	\$ 613	\$ 613
Total Revenues	\$ -	\$ -	\$ 613	\$ 613
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 613	\$ (613)
Total Expenditures	\$ -	\$ -	\$ 613	\$ (613)
Fund Balance - Beginning			\$ -	
Fund Balance - Ending			\$ -	

Hartford Terrace
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 3,508	\$ -	\$ 7,013	\$ 3,980	\$ 4,769	\$ 6,288	\$ 3,892	\$ 4,216	\$ -	\$ -	\$ -	\$ -	\$ 33,667
Total Revenues	\$ 3,508	\$ -	\$ 7,013	\$ 3,980	\$ 4,769	\$ 6,288	\$ 3,892	\$ 4,216	\$ -	\$ -	\$ -	\$ -	\$ 33,667
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ -	\$ 643	\$ 150	\$ 340	\$ 1,503	\$ 631	\$ 307	\$ 446	\$ -	\$ -	\$ -	\$ -	\$ 4,018
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800	\$ -	\$ -	\$ -	\$ 2,800
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ 30,000
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ 1,350
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 900
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ 11	\$ 2	\$ -	\$ 35	\$ 1	\$ 1	\$ 3	\$ 1	\$ -	\$ -	\$ -	\$ 53
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ -	\$ 2	\$ -	\$ 4	\$ -	\$ 2	\$ 1	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ 18
Legal Advertising	\$ -	\$ 287	\$ -	\$ 287	\$ 573	\$ 307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,454
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ 1	\$ 43	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 44
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Expenditures	\$ 8,758	\$ 4,527	\$ 3,779	\$ 4,214	\$ 5,694	\$ 4,523	\$ 3,892	\$ 4,032	\$ 6,394	\$ -	\$ -	\$ -	\$ 45,814
Excess (Deficiency) of Revenues over Expenditures	\$ (5,250)	\$ (4,527)	\$ 3,234	\$ (234)	\$ (925)	\$ 1,765	\$ 0	\$ 185	\$ (6,394)	\$ -	\$ -	\$ -	\$ (12,147)

SECTION II

Hartford Terrace

Community Development District

Funding Request #17
May 10, 2023

Bill to: Pulte Homes

	Payee	General Fund FY2023
1	Governmental Management Services Invoice # 12 - May 2023	\$ 3,585.99
2	Kutak Rock, LLP Inv# 3210422 - General Counsel	\$ 630.50
		\$ 4,216.49
		Total: \$ 4,216.49

Please make check payable to:

Hartford Terrace Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 12**Invoice Date:** 5/1/23**Due Date:** 5/1/23**Case:****P.O. Number:****Bill To:**Hartford Terrace CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - May 2023		3,333.33	3,333.33
Website Administration - May 2023		100.00	100.00
Information Technology - May 2023		150.00	150.00
Office Supplies		0.12	0.12
Postage		2.54	2.54

Total \$3,585.99**Payments/Credits** \$0.00**Balance Due** \$3,585.99

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 27, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3210422

Client Matter No. 28023-1

Notification Email: eftgroup@kutakrock.com

Mr. George Flint

Hartford Terrace CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3210422

28023-1

Re: General Counsel

For Professional Legal Services Rendered

03/04/23	L. Whelan	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
03/07/23	R. Dugan	0.10	27.00	Correspondence with district manager regarding meeting agenda
03/07/23	T. Mackie	0.10	33.00	Conference regarding March board meeting with Flint
03/09/23	T. Mackie	0.10	33.00	Review agenda package
03/10/23	R. Dugan	0.30	81.00	Review agenda package and prepare for board meeting
03/16/23	R. Dugan	0.50	135.00	Prepare for board meeting; attend board meeting
03/19/23	T. Mackie	0.10	33.00	Conference regarding audit award
03/20/23	A. Barber	0.60	96.00	Prepare Notice of Intent to Award Professional Auditing Services; forward same to District Manager
TOTAL HOURS		2.30		

KUTAK ROCK LLP

Hartford Terrace CDD

April 27, 2023

Client Matter No. 28023-1

Invoice No. 3210422

Page 2

TOTAL FOR SERVICES RENDERED \$630.50

TOTAL CURRENT AMOUNT DUE \$630.50

Hartford Terrace
Community Development District

Funding Request #18
July 5, 2023

Bill to: Pulte Homes

	Payee		General Fund FY2023
1	Governmental Management Services Invoice # 13 - Management - June 2023	\$	3,594.16
2	Kutak Rock, LLP Inv# 3225509 - General Counsel - April 2023	\$	306.50
3	Grau and Associates Inv# 24226 - AUDIT FYE 09/30/2022	\$	2,800.00
		\$	6,700.66
		Total:	\$ 6,700.66

Please make check payable to:

Hartford Terrace Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC #4
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 13
Invoice Date: 6/1/23
Due Date: 6/1/23
Case:
P.O. Number:

Bill To:
 Hartford Terrace CDD
 219 E. Livingston St.
 Orlando, FL 32801

310-513-

Description	Hours/Qty	Rate	Amount
Management Fees - June 2023 340		3,333.33	3,333.33
Website Administration - June 2023 352		100.00	100.00
Information Technology - June 2023 351		150.00	150.00
Office Supplies 510		0.03	0.03
Postage 420		0.60	0.60
Copies 425		10.20	10.20



Total	\$3,594.16
Payments/Credits	\$0.00
Balance Due	\$3,594.16

KUTAK ROCK LLP #3

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 30, 2023

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3225509
Client Matter No. 28023-1
Notification Email: efgroup@kutakrock.com

Mr. George Flint
Hartford Terrace CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
310-513-315

Invoice No. 3225509
28023-1

Re: General Counsel

For Professional Legal Services Rendered

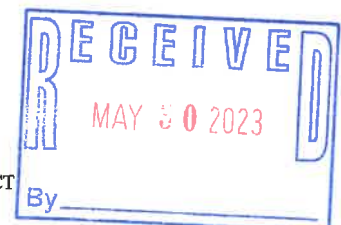
04/01/23	L. Whelan	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
04/11/23	T. Mackie	0.20	66.00	Conference with Flint regarding April board meeting
04/20/23	A. Barber	0.30	48.00	Prepare FY23/24 budget approval resolution; forward same to District

TOTAL HOURS 1.00

TOTAL FOR SERVICES RENDERED \$306.50

TOTAL CURRENT AMOUNT DUE \$306.50

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

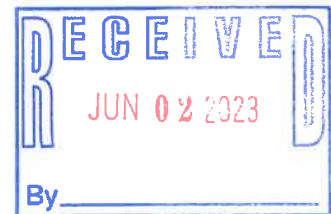
Phone: 561-994-9299 #8

Fax: 561-994-5823

*Hartford Terrace Community Development District
219 East Livingston Street
Orlando, FL 32801*

Invoice No. 24226
Date 06/02/2023

SERVICE	AMOUNT
Audit FYE 09/30/2022	\$ 2,800.00
Current Amount Due	\$ <u>2,800.00</u>



0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,800.00	0.00	0.00	0.00	0.00	2,800.00

Payment due upon receipt.

Hartford Terrace
Community Development District

Funding Request #19
July 19, 2023

Bill to: Pulte Homes

Payee	General Fund	FY2023
1 Governmental Management Services		
Invoice # 14 - Management - July 2023	\$	3,583.33
2 Kutak Rock, LLP		
Inv# 3240219 - General Counsel - May 2023	\$	446.00
	\$	4,029.33
	Total:	\$ 4,029.33

Please make check payable to:

Hartford Terrace Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

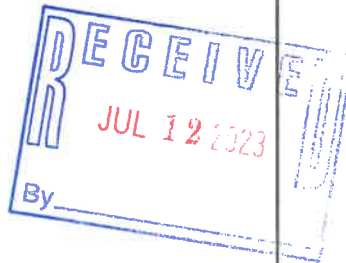
GMS-Central Florida, LLC #4
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 14
Invoice Date: 7/1/23
Due Date: 7/1/23
Case:
P.O. Number:

Bill To:
Hartford Terrace CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - July 2023 340		3,333.33	3,333.33
Website Administration - July 2023 352		100.00	100.00
Information Technology - July 2023 351		150.00	150.00



Total	\$3,583.33
Payments/Credits	\$0.00
Balance Due	\$3,583.33



KUTAK ROCK LLP #3

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

310-513-315

June 30, 2023

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3240219
Client Matter No. 28023-1
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Hartford Terrace CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3240219
28023-1

Re: General Counsel

For Professional Legal Services Rendered

05/10/23	T. Mackie	0.10	33.00	Conference with Flint regarding Board meeting
05/18/23	T. Mackie	0.60	198.00	Prepare for and attend Board meeting by phone; follow-up from meeting; conference regarding public records request
05/22/23	A. Barber	0.50	80.00	Prepare FY23/24 budget documents; forward same to district
05/22/23	R. Dugan	0.50	135.00	Review budget documents; correspondence regarding same

TOTAL HOURS 1.70

TOTAL FOR SERVICES RENDERED

\$446.00

TOTAL CURRENT AMOUNT DUE

\$446.00



PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT



SECTION III

**BOARD OF SUPERVISORS MEETING DATES
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024**

The Board of Supervisors of the Hartford Terrace Community Development District will hold their regular meetings for Fiscal Year 2024 on the Third Thursday of each month, at 1115 Aloha Blvd., Davenport, FL 32897, at 2:30 p.m. unless otherwise indicated as follows:

**October 19, 2023
November 16, 2023
December 21, 2023
January 18, 2024
February 15, 2024
March 21, 2024
April 18, 2024
May 16, 2024
June 20, 2024
July 18, 2024
August 15, 2024
September 19, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL32801

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

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC