

*Scenic Highway  
Community Development District*

*Meeting Agenda*

*February 17, 2022*

# AGENDA

# *Scenic Highway*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

February 10, 2022

**Board of Supervisors  
Scenic Highway  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Scenic Highway Community Development District** will be held **Thursday, February 17, 2022 at 9:00 AM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

**Zoom Video Link:** <https://us06web.zoom.us/j/84740923144>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 847 4092 3144

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
  - A. Acceptance of Resignation from Christine Aviles
  - B. Appointment to Fill the Vacant Board Seat
  - C. Administration of Oath to Newly Appointed Supervisor
  - D. Consideration of Resolution 2022-04 Appointing Assistant Secretary
4. Approval of Minutes of the December 16, 2021 Board of Supervisors Meeting
5. Consideration of Resolution 2022-05 Setting a Public Hearing on Amenity Rules and Rates
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report

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<sup>1</sup> Comments will be limited to three (3) minutes

- i. Consideration of Proposals for Pool Maintenance Services
- ii. Consideration of Proposals for Janitorial Services at Amenity (*to be provided under separate cover*)
- iii. Consideration of Proposals for Pest Control at Amenity (*to be provided under separate cover*)

D. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement
- iii. Ratification of Series 2020 Phase 1 & 2 Requisitions #60 to #62

- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

## SECTION III

# SECTION A

Good Afternoon,

I, Christine Aviles, wish to resign from the Scenic Highway CDD board.

Please let me know if you have any questions.

Thank you,

Christine Aviles

# SECTION D

**RESOLUTION 2022-04**

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

**WHEREAS**, the Scenic Highway Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing an Assistant Secretary, and such other officers as the Board may deem necessary.

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

**SECTION 1. DISTRICT OFFICERS.** The following persons are elected to the offices shown:

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

**SECTION 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** 17<sup>th</sup> day of February 2022

ATTEST:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

# MINUTES

**MINUTES OF MEETING  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Scenic Highway Community Development District was held on Thursday, **December 16, 2021** at 9:08 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum were:

Rennie Heath	Chairman
Lauren Schwenk <i>via Zoom</i>	Vice-Chairman
Patrick Marone	Assistant Secretary
Christine Aviles	Assistant Secretary
Jessica Kowalski	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Sarah Warren	District Counsel, KE Law Group
Marshall Tindall	GMS

*The following is a summary of the discussions and actions taken at the December 16, 2021 Scenic Highway Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order. There were four members present constituting a quorum. Ms. Schwenk joined the meeting via Zoom.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted there were no members of the public present at the meeting.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the November 18, 2021 Board of Supervisors Meeting**

Ms. Burns presented the minutes of the November 18, 2021 Board of Supervisors meeting minutes. Ms. Burns asked for any comments or corrections to the minutes. The Board had no changes.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, the Minutes of the November 18, 2021 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02  
Electing Officers**

Ms. Burns stated everyone was sworn in at the last meeting and she reviewed the previous officers. The Board made the motion to keep all officers in the same positions. Officers are Mr. Heath as Chairman, Ms. Schwenk as Vice Chairperson, Mr. Marone, Ms. Aviles, and Ms. Kowalski as Assistant Secretaries, Ms. Burns as Secretary and Mr. Flint as Assistant Secretary.

On MOTION by Mr. Heath, seconded by Ms. Aviles, with all in favor, the Resolution 2022-02 Electing Officers with Mr. Heath as Chairman, Ms. Schwenk as Vice-Chair, Mr. Marone, Ms. Aviles, and Ms. Kowalski, and Mr. Flint as Assistant Secretaries and Ms. Burns as Secretary, was approved.

**FIFTH ORDER OF BUSINESS**

**Ratification of Phase 1 and Phase 2  
Common Area Conveyance Documents**

Ms. Burns stated these had been signed outside the meeting by the Chair and have been recorded. She added that ratification was needed. It was noted that there were some items that Patrick was following up on for final completion of some of area sodding, and construction area.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, the Phase 1 and Phase 2 Common Area Conveyance Documents, were ratified.

**SIXTH ORDER OF BUSINESS**

**Consideration of Quote from  
ProPlaygrounds for Playground  
Equipment**

Ms. Burns stated the total for this project was \$99,999. This includes benches, shade structures, and some bike racks.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, the Quote for \$99,999 from ProPlaygrounds for Playground Equipment, was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Equipment  
Lease/Purchase Agreement for  
Playground Equipment**

Ms. Burns noted this was tabled for the next meeting. The Board asked about the current amount of funds in the construction fund. Ms. Burns noted she would need to look into that exact balance and send to the Board.

**EIGHTH ORDER OF BUSINESS**

**Consideration of 2022 Data Sharing and  
Usage Agreement with Polk County  
Property Appraiser**

Ms. Burns stated this was direction from their office about not disclosing exempt parcels from certain professions.

On MOTION by Mr. Heath, seconded by Ms. Kowalski, with all in favor, the 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.
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**NINTH ORDER OF BUSINESS**

**Consideration of Contract Agreement  
with Polk County Property Appraiser**

Ms. Burns stated this was an annual agreement to be able to collect assessments on roll.

On MOTION by Mr. Heath, seconded by Ms. Aviles, with all in favor, the Contract Agreement with Polk County Property Appraiser, was approved.
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**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk stated there was nothing further to report.

**B. Engineer**

There being none, the next item followed

**C. Field Manager's Report**

Mr. Tindall reviewed his report for the Board. Items included landscape review, amenity program upgrades, maintenance proposal, and items to be monitored included slope erosion, rutting, damaged concrete, and sod gaps.

**D. District Manager's Report**

**i. Approval of Check Register**

Mr. Burns stated that the check register was included in the package. The total was \$6,169.17 She asked if there were any questions, and hearing none asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Ms. Kowalski, with all in favor, the Check Register for \$6,169.17, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns stated that the financials were included in the package, but no action was needed.

**iii. Ratification of:**

- a. Series 2020 Phase 1 & 2 Requisitions #55 to #59**
- b. Series 2020 Phase 3 Requisitions #47 to #49**
- c. Fiscal Year 2022 Phase 1 and 2 Funding Requests #1 and #2**
- d. Fiscal Year 2022 Phase 3 Funding Request #1**

Mr. Burns noted these had been approved and needed ratification.

On MOTION by Mr. Heath, seconded by Ms. Kowalski, with all in favor, the Series 2020 Phase 1 & 2 Requisitions #55 to #59, Series 2020 Phase 3 Requisitions #47 to #49, Fiscal Year 2022 Phase 1 and 2 Funding Request #1 and #2, and Fiscal Year 2022 Phase 3 Funding Request #1, were ratified.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

The Board asked about the follow-up on the police report. Ms. Burns replied they were awaiting the report for reporting for insurance coordination.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION V

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENITY POLICIES AND RATES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District’s Board of Supervisors (“Board”) to adopt rules setting amenity rates pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** The Board of Supervisors will hold a public hearing to adopt Amenity Policies and Rates setting forth the suspension and termination of privileges related to the use of the district’s recreational facilities and services, and establish non-resident fees and rental rates, among others, related to the use of the District’s recreational facilities and services, a proposed copy of which is attached hereto as **Exhibit A** (“Amenity Rules”). The Board will hold a public hearing on **Thursday, \_\_\_\_\_ 2022, at 9:00 a.m., at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of February, 2022.

**ATTEST:**

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A**      Amenity Rules

# **SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY POLICIES AND RATES**

**ADOPTED – \_\_\_\_\_, 2022 <sup>1</sup>**

<sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); In accordance with Chapter 190 of the Florida Statutes, and on \_\_\_\_\_, 2022, at a duly noticed joint public meeting and after a duly noticed public hearing, the Boards of Supervisors of the Scenic Highway Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services, including the stormwater management facilities and the Amenity Facilities (defined below).

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## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, playground and Lakes, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – shall mean these Amenity Policies and Rates of the Scenic Highway Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – shall mean those rates and fees established by the Board of Supervisors of the Scenic Highway Community Development District as provided in **Exhibit A** attached hereto.

**“Access Card”** – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Scenic Highway Community Development District.

**“District”** – shall mean the Scenic Highway Community Development District.

**“District Staff”** – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Non-Resident User Fee” or “Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Patron”** – shall mean Residents, Guests, Non-Resident Patrons and Renters.

**“Renter”** – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

**“Resident”** – shall mean any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in

lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. Access Card shall not be issued to Non-Residents. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued.
  - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
  - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
  - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida Law.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
  - (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
  - (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.

- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges.
- (q) **Emergencies.** In the event of an injury, property damage or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (r) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

## PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - Submits false information on any application for use of the Amenities;
  - Permits the unauthorized use of an Access Card;
  - Exhibits unsatisfactory behavior, deportment or appearance;
  - Fails to pay amounts owed to the District in a proper and timely manner;
  - Fails to abide by any District rules or policies (e.g., Amenity Policies);
  - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
  - Damages or destroys District property; or
  - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff and Members of the Board of Supervisors.** District Staff or their designee, and any member of the Board of Supervisors, may remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
  - (a) Offenses:
    - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
    - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
    - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
  - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal to or exceed one year. Situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

## SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

**The above Amenity Policies and Rates were adopted on \_\_\_\_\_, 2022 by the Board of Supervisors for the Scenic Highway Community Development District, at a duly noticed public hearing and meeting.**

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

\_\_\_\_\_  
**Chairperson, Board of Supervisors**

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**EXHIBIT A**  
**AMENITY RATES**

<b>TYPE</b>	<b>RATE</b>
Annual User Fee	\$2,500.00
Replacement Access Card	\$30.00

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card. It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability 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 statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Scenic Highway Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

State of Florida

County of \_\_\_\_\_

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Official Notary Public Signature

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Scenic Highway Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Scenic Highway Community Development District  
Attn: Stephanie Louis  
219 East Livingston Street  
Orlando, Florida 32801  
Telephone: (407) 841-5524  
Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

-----  
**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

**ADDITIONAL INFORMATION:**

Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_

New Construction: \_\_\_\_ Re-Sale: \_\_\_\_ Prior Owner: \_\_\_\_

Rental: \_\_\_\_ Landlord/Owner: \_\_\_\_

Lease Term: \_\_\_\_ Tenant/Renter: \_\_\_\_

## SECTION VI

# SECTION C

# Scenic Highway CDD

## Field Management Report



February 17<sup>th</sup>, 2022

Clayton Smith

Field Services Manager

GMS

# Complete

## Landscape Review

- Monitoring landscaping maintenance.
- Wall repair was completed.



# Complete

## Amenity Review

- ✚ Monitoring amenity progress.
- ✚ Irrigation is going in.
- ✚ Internet service will be unavailable until at least early March.
- ✚ Forecasted completion of facility early to mid-March.



# In Progress

## Oil Spill

- ✚ Coordinating cleanup.
- ✚ Gathering street repair proposals.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1



## Complete Pool Care, Inc.

PO Box 2196  
Winter Haven, FL 33883-2196  
863-287-5015

### Chemical/Cleaning Service Contract: Scenic Park CDD

1. All balancing chemical provided and included as part of monthly service fee.
2. Proper chemical balance maintained as possible in pool(s) or spa(s).
3. Mechanical equipment checked and properly maintained.
4. Malfunctions reported to management promptly.
5. Equipment must be maintained in satisfactory operating order for Complete Pool Care, Inc. to perform maintenance functions.
6. Monthly Operating reports maintained on site and updated each service stop.
7. Copy of Contractors License also maintained on site with monthly operating report.
8. Heated Pools/Spas temperature monitored for designated levels. Any discrepancies remedied or management notified of problems.
9. Regular service stops are; cleaning only of the pool. Tile brushing and Filter cleaning performed on an as needed basis.
10. Pool service specified number of days per week, whether permitting. (Excluding holidays)
11. Special Services: Pools requiring holiday trips or a special service call due to an Emergency On or Off Site will be billed additionally and will be due upon receipt of invoice. per hr (\$125.00 weekdays \$150.00 per hr nights/weekends and holidays)
12. Sequestering agents Algae/phosphate removers and Cobalt removal agents added as needed, NOT included in monthly service bill.

**Monthly Service Fee:** 1 Pool 3x Per Week, \$1,275.00 Per Month.

Contact Based on Equipment being in satisfactory condition at start of Contract.

This agreement will continue in force until terminated by either party, provided such termination is by written notification with 30 day lead time.

Contractor will submit invoices on the 15th day of each service month. Payment is due no later than 15th of following month.

**Late Fees are as Follows:** \$10.00 charge if payment is not received by the 20th of the month.

**Acceptance Date:**

**Representative:**

**Complete Pool Care, Inc.**

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# RESORT POOL SERVICES



14525 JOHNS LAKE POINT  
CLERMONT, FL 34711  
321-689-6210

Thursday, February 10, 2022

## **POOL SERVICE QUOTE FOR SCENIC HIGHWAY CDD**

Thank you for the opportunity to bid for pool service at Scenic Highway CDD.

Pool service fountains 3 x per week

\$975 per month

**Please take into consideration when reviewing other quotes:** Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level they have set the pumps at. The computer removes the guess work from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

## **POOL CLEANING DUTIES**

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the Engineering and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers
- ✓ Blow off pool deck
- ✓ Straighten pool furniture
- ✓ Pick up trash within pool area

All staff that work for [Resort Pool Services](#) are covered by workman's compensation and are all CPO certified. We can perform all repair & replacement needs relating to the pool. We look forward to working with you to provide a clean and safe swimming experience for your residents.

Thank you,

*Simon McDonnell*  
[Resort Pool Services](#)  
Director of Operations -

## SECTION 2

*Item will be  
provided under  
separate cover.*

## SECTION 3

*Item will be  
provided under  
separate cover.*

# SECTION D

# SECTION 1

# Scenic Highway Community Development District

## Summary of Checks

December 8, 2021 to February 8, 2021

Bank	Date	Check No.'s	Amount	
General Fund	12/14/21	163-165	\$	6,953.49
	12/27/21	166	\$	71,578.32
	1/4/22	167-171	\$	1,000.00
	1/13/22	172-174	\$	209,474.70
	5/8/22	175-176	\$	54,040.13
			\$	343,046.64
			\$	<b>343,046.64</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/14/21	00002	12/01/21 40	202112 310-51300-34000	MANAGEMENT FEES DEC 21	*	2,916.67	
		12/01/21 40	202112 310-51300-35200	WEBSITE ADMIN DEC 21	*	100.00	
		12/01/21 40	202112 310-51300-35100	INFO TECHNOLOGY DEC 21	*	150.00	
		12/01/21 40	202112 310-51300-31300	DISSEMINATION DEC 21	*	416.67	
		12/01/21 40	202112 310-51300-51000	OFFICE SUPPLIES	*	2.56	
		12/01/21 40	202112 310-51300-42000	POSTAGE	*	47.48	
		12/01/21 40	202112 310-51300-42500	COPIES	*	4.95	
				GOVERNMENTAL MANAGEMENT SERVICES			3,638.33 000163
12/14/21	00024	12/06/21 826	202111 310-51300-31500	GENERAL COUNSEL NOV 21	*	1,715.16	
				KE LAW GROUP, PLLC			1,715.16 000164
12/14/21	00027	11/12/21 4878	202111 320-53800-46200	LANDSCAPE MAINT -11/12/21	*	1,600.00	
				PRINCE & SONS INC.			1,600.00 000165
12/27/21	00031	12/27/21 12272021	202112 300-20700-10000	FY22 DEBT SERVICE ASSESS	*	71,578.32	
				SCENIC HIGHWAY CDD C/O USBANK			71,578.32 000166
1/04/22	00028	12/16/21 CA121620	202112 310-51300-11000	SUPERVISOR FEE 12/16/21	*	200.00	
				CHRISTINE AVILES			200.00 000167
1/04/22	00029	12/16/21 JK121620	202112 310-51300-11000	SUPERVISOR FEE 12/16/21	*	200.00	
				JESSICA KOWALSKI			200.00 000168
1/04/22	00008	12/16/21 LS121620	202112 310-51300-11000	SUPERVISOR FEE 12/16/21	*	200.00	
				LAUREN SCHWENK			200.00 000169
1/04/22	00010	12/16/21 PM121620	202112 310-51300-11000	SUPERVISOR FEE 12/16/21	*	200.00	
				PATRICK MARONE			200.00 000170
1/04/22	00009	12/16/21 RH121620	202112 310-51300-11000	SUPERVISOR FEE 12/16/21	*	200.00	
				RENNIE HEATH			200.00 000171
				SCEN SCENIC HIGHWAY KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/13/22	00002	1/01/22 41	202201 310-51300-34000	MANAGEMENT FEES JAN 22	*	2,916.67	
		1/01/22 41	202201 310-51300-35200	WEBSITE ADMIN JAN 22	*	100.00	
		1/01/22 41	202201 310-51300-35100	INFO TECHNOLOGY JAN 22	*	150.00	
		1/01/22 41	202201 310-51300-31300	DISSEMINATION JAN 22	*	416.67	
		1/01/22 41	202201 310-51300-51000	OFFICE SUPPLIES	*	2.86	
		1/01/22 41	202201 310-51300-42000	POSTAGE	*	52.56	
		1/01/22 41	202201 310-51300-42500	COPIES	*	1.65	
GOVERNMENTAL MANAGEMENT SERVICES							3,640.41 000172
1/13/22	00024	1/11/22 1130	202112 310-51300-31500	GENERAL COUNSEL DEC 21	*	994.00	
KE LAW GROUP, PLLC							994.00 000173
1/13/22	00031	1/10/22 01102022	202201 300-20700-10000	FY22 DEBT SVC ASSESSMENTS	*	204,840.29	
SCENIC HIGHWAY CDD C/O USBANK							204,840.29 000174
2/08/22	00032	1/12/22 2686	202112 300-13100-10000	50% DEP PARK AMENITY	*	49,999.50	
PRO PLAYGROUNDS							49,999.50 000175
2/08/22	00033	1/25/22 6405053	202201 310-51300-32300	TRUSTEE FEES-FY22 JAN-SEP	*	3,030.47	
		1/25/22 6405053	202201 300-15500-10000	TRUSTEE FEES-FY23 OCT-DEC	*	1,010.16	
US BANK							4,040.63 000176
TOTAL FOR BANK A						343,046.64	
TOTAL FOR REGISTER						343,046.64	

SCEN SCENIC HIGHWAY KCOSTA

## SECTION 2

***Scenic Highway***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2021***



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4	<hr/> Debt Service Fund Series 2020
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9	<hr/> Assessment Receipt Schedule

**Scenic Highway**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 415,973	\$ -	\$ -	\$ 415,973
Capital Projects Account	\$ -	\$ -	\$ 1,000	\$ 1,000
<b>Investments:</b>				
<b>Series 2020</b>				
Reserve	\$ -	\$ 459,919	\$ -	\$ 459,919
Revenue	\$ -	\$ 71,615	\$ -	\$ 71,615
Interest	\$ -	\$ 0	\$ -	\$ 0
Construction - Phase 1 & 2	\$ -	\$ -	\$ 0	\$ 0
Construction - Phase 3	\$ -	\$ -	\$ 1	\$ 1
Due from Developer	\$ -	\$ -	\$ 51	\$ 51
Due from General Fund	\$ -	\$ 204,840	\$ -	\$ 204,840
<b>Total Assets</b>	<b>\$ 415,973</b>	<b>\$ 736,374</b>	<b>\$ 1,052</b>	<b>\$ 1,153,398</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 1,994	\$ -	\$ -	\$ 1,994
Contracts Payable	\$ -	\$ -	\$ 128,080	\$ 128,080
Due to Debt Service	\$ 204,840	\$ -	\$ -	\$ 204,840
Retainage Payable	\$ -	\$ -	\$ 54,878	\$ 54,878
<b>Total Liabilities</b>	<b>\$ 206,834</b>	<b>\$ -</b>	<b>\$ 182,958</b>	<b>\$ 389,793</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 736,374	\$ -	\$ 736,374
Capital Projects - Series 2020	\$ -	\$ -	\$ (181,906)	\$ (181,906)
Unassigned	\$ 209,138	\$ -	\$ -	\$ 209,138
<b>Total Fund Balances</b>	<b>\$ 209,138</b>	<b>\$ 736,374</b>	<b>\$ (181,906)</b>	<b>\$ 763,606</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 415,973</b>	<b>\$ 736,374</b>	<b>\$ 1,052</b>	<b>\$ 1,153,398</b>

**Scenic Highway**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance

**Revenues:**

Assessments - Tax Roll	\$ 168,750	\$ 165,861	\$ 165,861	\$ -
Assessments - Direct Bill	\$ 107,250	\$ 53,625	\$ -	\$ (53,625)
Developer Contributions	\$ 73,380	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 349,380</b>	<b>\$ 219,486</b>	<b>\$ 165,861</b>	<b>\$ (53,625)</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 12,000	\$ 3,000	\$ 2,200	\$ 800
Engineering	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Attorney	\$ 30,000	\$ 7,500	\$ 2,768	\$ 4,732
Annual Audit	\$ 4,300	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 1,250	\$ 1,250	\$ (0)
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 8,750	\$ 8,750	\$ (0)
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 1,000	\$ 250	\$ 52	\$ 198
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 1,000	\$ 250	\$ 5	\$ 245
Legal Advertising	\$ 10,000	\$ 2,500	\$ 1,327	\$ 1,173
Other Current Charges	\$ 5,000	\$ 1,250	\$ 99	\$ 1,151
Office Supplies	\$ 625	\$ 156	\$ 3	\$ 153
Travel Per Diem	\$ 660	\$ 165	\$ -	\$ 165
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 138,260</b>	<b>\$ 40,821</b>	<b>\$ 27,949</b>	<b>\$ 12,872</b>

**Scenic Highway**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 70,000	\$ 17,500	\$ 3,200	\$ 14,300
Landscape Replacement	\$ 2,500	\$ 625	\$ -	\$ 625
Streetlights	\$ 18,000	\$ 4,500	\$ -	\$ 4,500
Electric	\$ 3,600	\$ 900	\$ -	\$ 900
Water & Sewer	\$ 2,400	\$ 600	\$ -	\$ 600
Sidewalk & Asphalt Maintenance	\$ 500	\$ 125	\$ -	\$ 125
Irrigation Repairs	\$ 2,500	\$ 625	\$ -	\$ 625
General Repairs & Maintenance	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Contingency	\$ 2,500	\$ 625	\$ -	
<b>Subtotal Field Expenditures</b>	<b>\$ 127,000</b>	<b>\$ 35,500</b>	<b>\$ 3,200</b>	<b>\$ 31,675</b>
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 14,400	\$ 3,600	\$ -	\$ 3,600
Amenity - Water	\$ 3,500	\$ 875	\$ -	\$ 875
Playground Lease	\$ 14,000	\$ 3,500	\$ -	\$ 3,500
Internet	\$ 3,000	\$ 750	\$ -	\$ 750
Pest Control	\$ 720	\$ 180	\$ -	\$ 180
Janitorial Service	\$ 8,500	\$ 2,125	\$ -	\$ 2,125
Security Services	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Pool Maintenance	\$ 18,000	\$ 4,500	\$ -	\$ 4,500
Amenity Access Management	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Amenity Repairs & Maintenance	\$ 1,000	\$ 250	\$ -	\$ 250
Contingency	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
<b>Subtotal Amenity Expenditures</b>	<b>\$ 83,120</b>	<b>\$ 20,780</b>	<b>\$ -</b>	<b>\$ 20,780</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 210,120</b>	<b>\$ 56,280</b>	<b>\$ 3,200</b>	<b>\$ 52,455</b>
<b>Total Expenditures</b>	<b>\$ 348,380</b>	<b>\$ 97,101</b>	<b>\$ 31,149</b>	<b>\$ 65,327</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 1,000</b>		<b>\$ 134,712</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ (1,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (1,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 134,712</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 74,426</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 209,138</b>	

**Scenic Highway**  
**Community Development District**  
**Debt Service Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 281,180	\$ 276,419	\$ 276,419	\$ -
Assessments - Direct Bill	\$ 178,739	\$ 89,375	\$ -	\$ (89,375)
Interest	\$ -	\$ -	\$ 8	\$ 8
<b>Total Revenues</b>	<b>\$ 459,919</b>	<b>\$ 365,794</b>	<b>\$ 276,427</b>	<b>\$ (89,367)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 151,756	\$ 151,756	\$ 151,756	\$ -
Principal - 5/1	\$ 155,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 151,756	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 458,513</b>	<b>\$ 151,756</b>	<b>\$ 151,756</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 1,407</b>		<b>\$ 124,671</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 151,772</b>		<b>\$ 611,703</b>	
<b>Fund Balance - Ending</b>	<b>\$ 153,178</b>		<b>\$ 736,374</b>	

**Scenic Highway**  
**Community Development District**  
**Capital Projects Fund Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 486,459	\$ 486,459
Other Income	\$ -	\$ -	\$ 29,458	\$ 29,458
Interest	\$ -	\$ -	\$ 5	\$ 5
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 515,921</b>	<b>\$ 515,921</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 580,954	\$ (580,954)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 580,954</b>	<b>\$ (580,954)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (65,033)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (116,873)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (181,906)</b>	

**Scenic Highway**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - Tax Roll	\$ -	\$ -	\$ 165,861	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	165,861
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 165,861</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>165,861</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ 1,200	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,200
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 59	\$ 1,715	\$ 994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,768
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,750
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 5	\$ -	\$ 47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	52
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,570
Printing & Binding	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5
Legal Advertising	\$ 1,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,327
Other Current Charges	\$ 30	\$ 31	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	99
Office Supplies	\$ 0	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative</b>	<b>\$ 15,750</b>	<b>\$ 6,529</b>	<b>\$ 5,671</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>27,949</b>

**Scenic Highway**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ 1,600	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,200
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Field Expenditures</b>	<b>\$ 1,600</b>	<b>\$ 1,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>3,200</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 1,600</b>	<b>\$ 1,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>3,200</b>
<b>Total Expenditures</b>	<b>\$ 17,350</b>	<b>\$ 8,129</b>	<b>\$ 5,671</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>31,149</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (17,350)</b>	<b>\$ (8,129)</b>	<b>\$ 160,191</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>134,712</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ (17,350)</b>	<b>\$ (8,129)</b>	<b>\$ 160,191</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>134,712</b>

# Scenic Highway

## Community Development District

### Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Interest Rate	2.750%, 3.250%, 3.750%, 4.000%	
Maturity Date	5/1/2051	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$459,919	
Reserve Fund Balance	\$459,919	
Bonds Outstanding - 12/21/20		\$8,120,000
<b>Current Bonds Outstanding</b>		<b>\$8,120,000</b>

**Scenic Highway**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2022**

Gross Assessments	\$	181,451.25	\$	302,400.00	\$	483,851.25
Net Assessments	\$	168,749.66	\$	281,232.00	\$	449,981.66

**ON ROLL ASSESSMENTS**

							37.50%	62.50%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>Series 2020 Debt Service</i>	<i>Total</i>
12/14/21	ACH	\$118,274.75	(\$4,730.00)	(\$2,270.90)	\$0.00	\$111,273.85	\$41,729.31	\$69,544.54	\$111,273.85
12/17/21	ACH	\$8,601.80	(\$344.00)	(\$165.16)	\$0.00	\$8,092.64	\$3,034.86	\$5,057.78	\$8,092.64
12/27/21	1% Fee Adj	(\$4,838.51)	\$0.00	\$0.00	\$0.00	(\$4,838.51)	(\$1,814.51)	(\$3,024.00)	(\$4,838.51)
12/31/21	ACH	\$348,372.90	(\$13,932.00)	(\$6,688.82)	\$0.00	\$327,752.08	\$122,911.79	\$204,840.29	\$327,752.08
<b>TOTAL</b>		<b>\$ 470,410.94</b>	<b>\$ (19,006.00)</b>	<b>\$ (9,124.88)</b>	<b>\$ -</b>	<b>\$ 442,280.06</b>	<b>\$ 165,861.45</b>	<b>\$ 276,418.61</b>	<b>\$ 442,280.06</b>

<b>98%</b>	<b>Net Percent Collected</b>
<b>\$ 7,701.60</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

DR Horton, Inc 2022 - 01				\$73,500.00	\$122,500.00	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2020 Debt Service
	12/1/21		\$98,000.00			
	2/1/22		\$49,000.00			
	5/1/22		\$49,000.00			
			\$196,000.00	\$0.00	\$0.00	\$0.00

Adams Homes of Northwest Florida, Inc 2022 - 02				\$33,750.00	\$56,250.00	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2020 Debt Service
	12/1/21		\$45,000.00			
	2/1/22		\$22,500.00			
	5/1/22		\$22,500.00			
			<b>\$90,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## SECTION 3

## EXHIBIT C

### FORMS OF REQUISITIONS

#### SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1 & 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 60
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Wood & Associates Engineering Inc
- (D) Amount Payable: \$262.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1298 - req approval from 10/7/21 - 11/30/21
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

*[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and*

- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

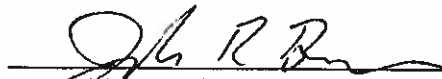
**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 1-27-22

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

Date: 1/13/22

#60  
Wood & Assoc.  
(reg Approval)

## EXHIBIT C

### FORMS OF REQUISITIONS

#### SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1& 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 61
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: KE Law Group
- (D) Amount Payable: \$219.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 770 - Ph1&2 Project Construction
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

*[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and*

- 3. each disbursement set forth above was incurred in connection with:  
the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 1-27-22

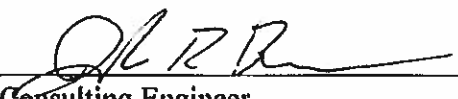
**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

# 61

KE Law Group

(conference regarding project construction).

  
Consulting Engineer

Date: 1/13/22

## EXHIBIT C

### FORMS OF REQUISITIONS

#### SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1 & 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 62
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Wood & Associates Engineering LLC
- (D) Amount Payable: \$2,078.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1335 - Contract billing 8/30/21 - 11/30/21
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

*[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and*

- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 2/1/22

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

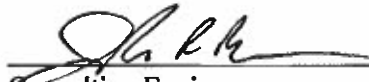
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

#62

Wood & Assoc.

\$ 2,078.00

(Mag Park 1/2, Contract Billing)

  
Consulting Engineer

Date: 2/1/22