

JPWard and Associates, LLC

**ARTISAN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

REGULAR MEETING

AGENDA

June 13, 2017



James P. Ward
District Manager
2041 Northeast 6th Terrace
Wilton Manors, FL. 33305

Phone: 954-658-4900

E-mail:

JimWard@JPWardAssociates.com



Board of Supervisor's

**Andrew Miller, Chairman
Kenneth Stokes, Vice Chairman
J.D. Humphreys, Assistant Secretary
Adam Painter Assistant Secretary
Karen Goldstein, Assistant Secretary**

ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT

May 25, 2017

Board of Supervisors
Artisan Lakes Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Artisan Lakes Community Development District will be held on **Tuesday, June 13, 2017 at 3:00 p.m.** at the **Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221.**

1. Call to Order & Roll Call.
2. Consideration of Minutes.
 - a) November 3, 2016 - Regular Meeting
 - b) November 3, 2016 – Landowner’s Meeting
3. Consideration of ranking of engineering proposal to serve as District Engineer and agreement with Waldrop Engineering.
 - a) Ranking of Engineer Proposal (One proposal Received)
 - b) Master Engineering Services Agreement
 - c) Work Authorization #1
4. Consideration of Resolution 2017-4 Approving the Proposed Budget for Fiscal Year 2018 and setting a Public Hearing for **Tuesday, August 22, 2017 at 3:30 P.M. at the Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221.**
5. Staff Reports
 - a) District Attorney
 - b) District Engineer
 - c) District Manager
 - I. Report on the Number of Registered Voters as of April 15, 2017.
 - II. Financial Statements for the period ending April 30, 2017
6. Supervisor’s Requests and Audience Comments
7. Adjournment

The second order of business is consideration of the minutes of the minutes of the November 3, 2016 Regular Meeting and the Landowner’s Meeting.



James P. Ward
District Manager

2041 NORTHEAST 6TH TERRACE
WILTON MANORS, FL. 33305
PHONE (954) 658-4900
E-MAIL JimWard@JPWardAssociates.com

The third order of business is consideration of the ranking of the engineering proposals that were received in response to the District's request for qualifications. There was one proposal received from Waldrop Engineering, P.A. The required procedure requires the Board to rank the proposals, (non price based proposals) based on the firms qualifications, and I have enclosed an engineering ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, then staff must negotiate a contract with the number one ranked firm and that proposed agreement will then be brought to the Board. The board may also choose not rank the firm and to authorize staff to re-advertise for engineer's. However, that is not recommended in this case by staff, since the firm submittal is well qualified to provide the work required for the District, and we are aware their fee structure is commensurate with similar firms providing services to CDD's, and staff has worked with Waldrop on a number of projects in the past, and the work product is excellent.

In order to shorten the process somewhat, I have enclosed a form of engineering agreement and work authorization #1+ that we will ask the Board to approve, subject only to non-substantive changes that may be needed once we review the agreement with the number one (1) ranked firm.

The fourth order of business is consideration of Resolution 2017-4 which approves the proposed budget for Fiscal Year 2018 and sets the public hearing date, time and location.

The District's enabling legislation requires the District Manager to submit a Proposed Budget to the Board by June 15th of each year for your review and approval. The approval of the Budget is only intended to permit the District to move through the process towards adopting the Budget at the Public Hearing scheduled for the August 4, 2016 meeting of the Board of Supervisor's.

The approval of the Budget does not bind the Board to any of the costs contained in the Budget, any of the programs contained in the Budget.

The budget includes two (2) funds, the first is the general fund, which contains the regular occurring charges incurred by the CDD for the administrative operations of the District. The significant changes to this portion of the budget deal with the property that is being assessed by the District and the way in which the assessment is levied on the property. This budget excludes all property from the assessment that is NOT encumbered by a bond issue, since those properties essentially do not receive any benefit from the general fund operations. The second change is that the assessment is levied equally across all property types in the District.

The Debt Service Fund budget includes the principal and interest due on the Series 2013 A-1, A-2, and A-3 Bonds.

The public hearing is set for Tuesday, August 22, 2017 at 3:30 P.M. at the Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221.

Under my report is the statutory requirement that the District determine as of April 15th of each year the number of registered voter's residing with the District. The Statute provides that the Supervisor of Elections in the County where the District is located (Manatee County) provides that information from the



James P. Ward
District Manager

2041 NORTHEAST 6TH TERRACE
WILTON MANORS, FL. 33305
PHONE (954) 658-4900
E-MAIL JimWard@JPWardAssociates.com

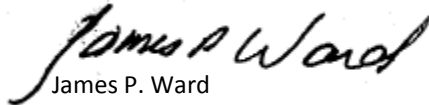
voter rolls of the County. The significance of the report is based on the transition date and number of qualified electors residing in the District which are enumerated in the Statute for the District to begin the transition from a landowner's election to a qualified elector based election.

The two thresholds are six years from the date of establishment which for the District is August 7, 2007, and accordingly the District has met this first threshold, and the second is at least 250 qualified electors. There is no required action of the Board for this item, it is provided as a matter of law and placed into the District's records. You will note that the District has met one threshold, which is six years from the date of establishment, and has not met the threshold for the number of qualified electors.

However, with the pace of sales, it would not be unusual to see the District meet the number of qualified electors threshold in April, 2018, and if the District does meet that threshold, then in November, 2018 three Supervisor's seats will be up for election, (Mr. Painters (Seat 1), Mrs. Goldstein (Seat 3) and Mr. Miller's (Seat 5). If the District meets the threshold next year, then two of those three seats will be elected by qualified electors and one of the seats will be elected by landowner's.

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Artisan Lakes Community Development District



James P. Ward
District Manager



James P. Ward
District Manager

2041 NORTHEAST 6TH TERRACE
WILTON MANORS, FL. 33305
PHONE (954) 658-4900
E-MAIL JimWard@JPWardAssociates.com

**MINUTES OF MEETING
ARTISAN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of Artisan Lakes Community Development District was held on Thursday, November 3, 2016, at 3:30 p.m. at the Artisan Lakes Clubhouse, located at 4725 Los Robles Court, Palmetto, Florida 34221.

Present and constituting a quorum:

Kenneth Stokes	Vice Chairman
J.D. Humphreys	Assistant Secretary
Adam Painter	Assistant Secretary

Absent:

Andrew Miller	Chairman
Karen Goldstein	Assistant Secretary

Also present were:

James Ward	District Manager
Jere Earlywine	District Counsel

Others present:

David Truxton	Taylor Morrison
---------------	-----------------

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 3:40 p.m. and read the roll.

SECOND ORDER OF BUSINESS

**Administration of Oath of Office for the
Newly Elected Supervisors from the
Landowners' Meeting**

Mr. Ward stated that he was a Notary for the State of Florida and authorized to administer the Oath of Office. He administered the Oath to Mr. Painter, Mr. Humphreys and Mr. Stokes. They repeated, swore to, and signed the Oath.

They were provided with the Guide to the Sunshine Amendment and Code of Ethics, Membership Obligations and Responsibilities, and a statement of financial interests.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2017-1
Canvassing and Certifying the Results of**

the November 3, 2016, Landowners' Election

Mr. Ward explained that in Section 1, Seat 1 would be held by Mr. Painter with 681 votes, Seat 2 by Mr. Humphreys with 682 votes, and Seat 3 by Mr. Stokes with 682 votes. He said the two four-year terms would be held by Mr. Humphreys and Mr. Stokes, and the two-year term would be held by Mr. Painter.

On MOTION made by Mr. Stokes, seconded by Mr. Humphreys, with all in favor, Resolution 2017-1 as described above was approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2017-2 Re-Designating the Officers of the Artisan Lakes Community Development District

Mr. Ward informed the Board that the current slate of officers included Mr. Miller as Chairman, Coby Hinkle as Vice Chairman, with the balance of the Board as Assistant Secretaries. Mr. Ward stated that he is the Secretary/Treasurer. He asked the Board to suggest officers for Chairman and Vice Chairman.

The Board suggested that Mr. Miller should remain as Chairman and Mr. Stokes should become the Vice Chairman.

On MOTION made by Mr. Humphreys, seconded by Mr. Painter, with all in favor, Resolution 2017-2 Mr. Miller is designated as Chairman, Mr. Stokes as Vice Chairman, Mr. Ward as Secretary and Treasurer, and Mr. Painter, Mr. Humphreys and Mrs. Goldstein as Assistant Secretaries was approved.

FIFTH ORDER OF BUSINESS

Consideration of the Minutes of the Regular Meeting held on August 4, 2016

On MOTION made by Mr. Stokes, seconded by Mr. Painter, with all in favor, the Minutes of August 4, 2016 were approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for the continuation of Dissemination Agent Services for the Artisan Lakes CDD

Mr. Ward explained that when the 2013 Bonds were issued, the firm of Prager & Co. provided the dissemination services. He stated that the name of the firm has changed to Disclosure Services, LLC and a new agreement needed to be approved. He stated that there also was another proposal for their consideration from a company in Tampa named Lerner

and Associates, whose fee structure was essentially the same as what was currently being paid.

Comment was made by the Board that the indemnification provision had to be modified because most likely their insurance would not cover that obligation. It was stated that both companies' proposals had this provision. It was suggested that their current service, Disclosure Services, LLC, continue providing the service.

On MOTION made by Mr. Painter, seconded by Mr. Stokes, with all in favor, Disclosure Services, LLC was approved as Dissemination Agent for Artisan Lakes Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

- I. Attorney – Mr. Earlywine had no report but took the opportunity to further explain to Mr. Painter the laws that govern public officers.
- II. Engineer - No report.
- III. Manager – No report.

EIGHTH ORDER OF BUSINESS

Audience Comments and Supervisor's Requests

There were no audience comments and no supervisor's requests were made.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION made by Mr. Stokes, seconded by Mr. Painter, with all in favor, the Meeting was adjourned at 4:00 p.m.

James P. Ward, Secretary

Andrew Miller, Chairman

**MINUTES OF MEETING
ARTISAN LAKES
LANDOWNERS MEETING**

The Landowners' Meeting of Artisan Lakes Community Development District was held on Thursday, November 3, 2016, at 3:30 p.m. at the Artisan Lakes Clubhouse, located at 4725 Los Robles Court, Palmetto, Florida 34221.

Landowner's Present and constituting a quorum:

David Truxton
J.D. Humphreys

Taylor Woodrow Artisan Lakes, LLC

Other's Present:

Coby Hinkle
Kenneth Stokes

Vice Chairman, Board of Supervisor's
Assistant Secretary, Board of Supervisor's

Absent:

Andrew Miller
Karen Goldstein

Chairman
Vide Chairperson

Also present were:

James P. Ward
Jere Earlywine

District Manager
District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 3:30 p.m.

SECOND ORDER OF BUSINESS

**Election of a Chairperson for the Purpose
of Conducting the Landowners' Meeting**

Mr. Ward indicated that Mr. David Truxton was present and representing Taylor Woodrow Artisan Lakes, LLC and asked him if he would like to chair the meeting. Mr. Truxton indicated that he would prefer that Mr. Ward conduct the meeting.

THIRD ORDER OF BUSINESS

Election of Supervisors

Mr. Ward explained the purpose of the meeting was to elect three members of the Board. He began with a determination of the number of voting units represented or assigned by proxy. He confirmed that Mr. Truxton, as an authorized representative of Taylor Woodrow, had 682 votes. He asked Mr. Truxton to nominate three individuals to serve on the Board.

Mr. Ward stated the three positions that were open were Coby Hinkle, J.D. Humphreys and Ken Stokes.

Mr. Truxton said he would be casting his ballot for J.D. Humphries, Ken Stokes, and Adam Painter. Mr. Truxton asked about the number of votes being cast.

Mr. Ward explained that it was 682 votes for each member the two members receiving the most number of votes will serve a four year term and the one member who receives the lesser number of votes will serve a two year term. .

Mr. Truxton assigned 682 votes for J.D. Humphries, 682 votes for Ken Stokes, and 681 votes for Adam Painter, and then signed the ballot.

Mr. Ward read the ballot and indicated that those individuals will be sworn into office at the regular meeting being held at the conclusion of this landowner’s meeting.

FOURTH ORDER OF BUSINESS

Landowner’s Questions or Comments

Mr. Ward called for questions or comments from the landowners. No questions were asked nor comments made.

FIFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at 3:40 p.m.

James P. Ward, Secretary

Andrew Miller, Chairman

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE
ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT**

The Artisan Lakes Community Development District (“**District**”), located in Manatee County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s capital improvement plan, as authorized by Chapter 190, *Florida Statutes*. The District had an annual operating budget (not including debt service) for Fiscal Year 2016/2017 of approximately \$75,652. Additional information regarding the District and its infrastructure can be found in the District’s Disclosure of Public Financing and Maintenance of Improvements to Real Property recorded in the Official Records of Manatee County, Florida at Book 2503, Page 7200. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Manatee County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and, g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant should identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit one (1) pdf file on a CD or USB drive along with eight (8) printed copies of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on Wednesday, May 10, 2017 to the attention of James P. Ward, District Manager, 2041 Northeast 6th Terrace, Wilton Manors, Florida 33305 (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE
ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT**

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

Any and all questions relative to this Request for Qualifications shall be directed in writing by e-mail only to James P. Ward at jimward@jpwardassociates.com, with e-mail copies to Jere Earlywine at jeree@hgslaw.com.

James P. Ward
District Manager

Publish on or before April 26, 2017 (must be published at least 14 days prior to submittal deadline)

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE
ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT**

**ARTISAN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.



WALDROP ENGINEERING

CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS

28100 BONITA GRANDE DR. #305
BONITA SPRINGS, FL 34135
P: 239-405-7777
F: 239-405-7899

May 10, 2017

Mr. James P. Ward
JP Ward & Associates, LLC
2041 NE 6 Terrace
Wilton Manors, Florida 33305

**RE: Artisan Lakes Community Development District
Request for Qualifications – District Engineer**

Dear Mr. Ward:

Waldrop Engineering, P.A. is pleased to submit the enclosed response to the Request for Qualifications for Artisan Lakes Community Development District (CDD) District Engineer.

The Waldrop Engineering Team consists of experts in the areas of civil engineering, landscape architecture, land use planning, GIS and AutoCAD design. With offices in Bonita Springs, Tampa, Sarasota and Orlando, Waldrop Engineering offers full service civil engineering services based upon honesty, a strong work ethic, and an unmatched commitment to our client's success.

Since opening our doors in 2000, we have designed and permitted numerous master-planned residential communities across Southwest Florida, and are the Engineer-of-Record for the Esplanade at Artisan Lakes community. This expertise and project-specific knowledge provides our team with an in-depth understanding of the District's needs and the capacity to ensure the highest quality of development.

The following summary exemplifies why Waldrop Engineering is most qualified to serve as District Engineer for the Artisan Lakes CDD:

Unmatched Knowledge of the Project. Waldrop Engineering's team of experienced civil engineers are currently serving as the Engineer-of-Record for the Esplanade at Artisan Lakes project and are currently permitting future phases through the Southwest Florida Water Management District (SWFWMD) and Manatee County. This understanding of the water management system design, the unique environmental conditions both within and surrounding the community, as well as the status of existing and pending permits provides our team with an unparalleled advantage to serve as the District Engineer.

Experienced Local Leadership. As the Project Manager in Sarasota for Waldrop Engineering, Jeremy L. Fireline P.E. will lead our commitment to the Artisan Lakes CDD as CDD Engineer/Point-of-Contact. Jeremy has over 16 years of planning, design, permitting and management of public infrastructure projects. He holds a Project Management Professional (PMP) certification and has extensive experience in infrastructure evaluation/assessment necessary to inform fiscal budgeting,

project management and civil engineering design. Jeremy also served as the District Engineer for the Harrison Ranch CDD from 2006 – 2010.

Similar Experience. R. Trent Stephenson, P.E. in Tampa is the EOR for Artisan Lakes. As the Vice President for Waldrop Engineering, Trent has extensive experience designing numerous master-planned communities across the Tampa Bay Area. He has over 18 years of civil engineering and project management experience, and his expertise and accessibility will ensure all aspects of the District's service requirements are met on a timely basis. Trent's project knowledge and strong relationships with SWFWMD and Manatee County will ensure the District's service requirements are not only met, but exceeded in terms of budgets, project schedules, and implementation of the development program. Trent has also served as CDD District Engineer for the Waterset community from 2006-2009, as well as the Channing Park CCD from 2005 – 2009, and 2014 – Present.

Competence & Capacity. Waldrop Engineering has twelve (12) P.E.'s company-wide. The Waldrop Team has the institutional knowledge and experience to ensure accurate implementation of CDD's infrastructure, in addition to its appropriate long-term maintenance. Waldrop's Sarasota and Tampa offices are within a thirty minute drive of the project to ensure quick response time, unmatched customer service and within budget.

Waldrop Engineering has the appropriate staff to allow us to provide excellent service for this CDD in a timely manner and within the time and budget requirements.

Thank you for the opportunity to provide our services to the District. We are confident that our project-specific expertise, local knowledge, and commitment to quality design and customer service position us as the clear choice for Artisan Lakes CDD District Engineer.

If you require further information do not hesitate to contact me directly at (813) 443-8282 or trents@waldropengineering.com

Sincerely,

WALDROP ENGINEERING, P.A.



R.Trent Stephenson
Vice President

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Artisan Lakes

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jeremy L. Fireline, P. E.P.E., Project Manager/CDD Engineer

5. NAME OF FIRM

Waldrop Engineering, P.A.

6. TELEPHONE NUMBER

941-379-8400 ext. 2311

7. FAX NUMBER

941-379-7788

8. E-MAIL ADDRESS

Jeremy.Fireline@waldropengineering.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER SUBCON- TRACTOR			
a.	✓			Waldrop Engineering, P.A. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	551 North Cattleman Road #100 Sarasota, FL. 34232	Provide District Engineering Services
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Channing Park CDD - District Engineer, Hillsborough County, FL

2. PUBLIC NOTICE DATE

10/27/2013

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

R. Trent Stephenson

Director of Operations - Tampa

5. NAME OF FIRM

Waldrop Engineering, P.A.

6. TELEPHONE NUMBER

(813) 443-8282

7. FAX NUMBER

(813) 443-8285

8. E-MAIL ADDRESS

trent.stephenson@waldropengineering.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			Waldrop Engineering, P.A. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	9432 Camden Field Parkway Riverview, FL 33578	Provide District Engineering Services
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Flow Way Community Development District - District Engineer, Collier County Florida

2. PUBLIC NOTICE DATE

11/02/2012

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

David Willems, P.E., Senior Project Manager

5. NAME OF FIRM

Waldrop Engineering, PA

6. TELEPHONE NUMBER

(239) 405-7777

7. FAX NUMBER

(239) 405-7899

8. E-MAIL ADDRESS

david.willems@waldropengineering.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)	PRIME	JV	PARTNER	SUBCON-	TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓					Waldrop Engineering, PA <input type="checkbox"/> CHECK IF BRANCH OFFICE	28100 Bonita Grande Dr. #305 Bonita Springs, FL 34135	Provide District Engineering services.
b.						 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.						 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.						 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.						 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.						 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jeremy L. Fireline, P.E., P.E.	13. ROLE IN THIS CONTRACT CDD EngineerCDD Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION *(City and State)*
Waldrop Engineering, Sarasota, FL.

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science (Civil Engineering) Bachelor of Science (Land Surveying Engineering) Master of Environmental Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL PE# 63987 NC PE# 037020
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Fireline has over 16 years of experience in the planning, design, permitting and management of public and community infrastructure projects. He holds a Project Management Professional (PMP) certification and has extensive experience in infrastructure evaluation/assessment necessary to inform fiscal budgeting.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Harrison Ranch Community Development District Engineer, Manatee County, FL.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 5	CONSTRUCTION <i>(If applicable)</i> 4

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
From 2006-2010, served as Design Engineer while Employed at ZNS Engineering, L.C., and from 2006-2010 served as CDD Engineer. Performed services related to District Creation, Bond Issuance, operation and maintenance of District infrastructure including annual budgeting, contract negotiation with District vendors, and permit compliance.

(1) TITLE AND LOCATION <i>(City and State)</i> Utilities Engineer – Orange Water and Sewer Authority, Carrboro, NC.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 6	CONSTRUCTION <i>(If applicable)</i> 6

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
From 2011 to 2017 managed evaluation, design/permitting, bidding and construction oversight of sewer and water projects as well as a comprehensive concrete conditional assessment project, comprehensive coatings program, facility wide building envelope evaluation and feasibility/preliminary design of an HVAC replacement project for a 29,000 SF administration building.

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME R. Trent Stephenson	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION *(City and State)*
Waldrop Engineering, P.A., Riverview, FL.

16. EDUCATION <i>(Degree and Specialization)</i> University of Florida Bachelor of Science in Civil Engineering August, 1998	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer FL # 59514 January, 2003
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
National Society of Professional Engineers, Urban Land Institute, Tampa Bay Builders Association, Florida Engineering Society, Florida Department of Environmental Protection Qualified Stormwater Inspector (Inspector #6646 – May 2004)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Waterset CDD District Engineer - Hillsborough County, FL.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 4	CONSTRUCTION <i>(If applicable)</i>

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
From 2006 - 2009, served as Design Engineer while employed at Heidt & Associates, and from 2005-2009 served as the CDD Engineer. Performed services related to the operation and management of the CDD, including maintaining the CIP, construction budget and permit compliance.

(1) TITLE AND LOCATION <i>(City and State)</i> Channing Park CDD District Engineer - Hillsborough County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 8	CONSTRUCTION <i>(If applicable)</i> 2007

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Served as CDD District Engineer from 2005 - 2009, and from 2014 - Present. Performed services related to the operation and management of the CDD, including maintaining the CIP, construction budget and permit compliance.

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Harrison Ranch CDD – Manatee County, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 5	CONSTRUCTION <i>(If applicable)</i> 4

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Harrison Ranch CDD	b. POINT OF CONTACT NAME Parker Hirons & Jere Earlywine	c. POINT OF CONTACT TELEPHONE NUMBER
--	--	--------------------------------------

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design, permitting and construction oversight between 2006 and 2010 of a 955-acre mixed use community in Manatee County. Participated in the creation of the CDD, provided expert testimony at Bond Validation hearing for preliminary Bond offering and served as District Engineer after creation. Provided consulting services related to annual infrastructure budgeting for management and maintenance of the storm water management system, common area irrigation system and general advice on various service contracts.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering	(2) FIRM LOCATION <i>(City and State)</i> Manatee County, FL.	(3) ROLE CDD Engineer and Design Engineering Firm
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Waterset - Hillsborough County, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 5	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Waterset CDD	b. POINT OF CONTACT NAME Alex McLeod	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
---	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design and permitting of the first 3 phases of the 4,000 unit master planned community in Hillsborough County. Participated in the creation of the Capital Improvement plan for the District. Performed engineering and project management tasks including the design, permitting, and construction management.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Heidt & Associates	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE CDD Engineer and Design Engineering Firm
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Esplanade at Naples Collier County, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 4	CONSTRUCTION <i>(If applicable)</i> 2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Tony Squitieri	c. POINT OF CONTACT TELEPHONE NUMBER (941) 371-3008
--	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design, permitting and construction of a Master Planned community in Sarasota County. Participated in the creation of the construction budgets. Performed engineering and project management task including the design, permitting and construction management.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. Waldrop Engineering, PA	Sarasota, FL	Design Engineering Firm
b.		
c.		
d.		
e.		
f.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Channing Park - Hillsborough County, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 5	CONSTRUCTION <i>(If applicable)</i> 2007

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Channing Park CDD	b. POINT OF CONTACT NAME David Truxton	c. POINT OF CONTACT TELEPHONE NUMBER (941) 554-2852
---------------------------------------	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design, permitting, and construction of the 422 unit master planned community in Hillsborough County. Participated in the creation of the Capital Improvement Plan for the District. Performed engineering and project management tasks including the design, permitting, and construction management.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Heidt & Associates	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE CDD Engineer and Design Engineering Firm
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>												
		1	2	3	4	5	6	7	8	9	10			
Jeremy L. Fireline	Principal in Charge	X												
R. Trent Stephenson	Vice President		X	X										
David Willems	Senior Project Manager				X									

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Harrison Ranch CDD	6	
2	Waterset CDD	7	
3	Channing Park CDD	8	
4	Esplanade at Naples/Flowway CDD	9	Esplanade at Tampa/Flowway
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Waldrop Engineering, P.A. offers a diverse set of land development services, founded on exceptional client service, quality design, and a solid commitment to our Clients' success. We recognize that each of our Clients and their respective projects are unique, and approach each opportunity objectively with our Clients' goals in mind. We provide a range of planning, civil engineering, and landscape architecture services and gave successfully completed projects, including: master planned residential communities, community parks, commercial and industrial developments, and master stormwater drainage systems.

Our talented team of project managers coordinate every project with an integrative approach to the design development process. From the outset of each project, we utilize the diversity of skills and experience amongst our multi-disciplinary professional to ensure innovative problem-solving and a more fluid permitting process. This holistic approach provides our Clients not only with the added value and convenience of "one stop shopping", but with the assurance that their project will be completed both efficiently and accurately. Most importantly, thanks to the caliber of our professionals, we continue to serve satisfied, repeat clientele, as well as building new relationships across the community.

The services Waldrop Engineering offer include:

1. Civil Engineering
 - Master Stormwater Design
 - Master Water and Sewer Design
 - Paving and Grading Design
 - Water Distribution Design
 - Lift Station and Force Main Design - Construction Plan preparation
2. Permitting
 - Local Construction Plan Permitting
 - Water Management District Permitting
 - FDEP Water and Wastewater Permitting
 - FDOT Permitting- National Pollutant Discharge Elimination System Permitting (NPDES)
3. Construction Administration
 - Bid Package Preparation
 - Contract Management
 - Construction Observation
 - Certifications
4. Due Diligence and Feasibility Studies
 - Lot Fit Analysis
 - Due Diligence Reports
 - Project Feasibility Studies
 - Geographic Information Systems (GIS) Exhibits
 - Preparation

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

05/04/2017

33. NAME AND TITLE

R. Trent Stephenson, Vice-President

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between:

Artisan Lakes Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida (“**District**”); and

Waltrop Engineering, Inc., a Florida corporation providing professional engineering services (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

- iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
 MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
 ENGINEERING**

for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

Professional Liability for	
Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

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

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JAMES P. WARD, JPWARD & ASSOCIATES, LLC, 2041 NE 6 TERRACE, WILTON MANORS, FLORIDA 33305, (954)658-4900.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Manatee County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

- A. If to Engineer:** Waldrop Engineering, Inc.
28100 Bonita Grande Drive, Suite 305
Bonita Springs, Florida 34135
Attention: Mr. Ronald Waldrop, President
- B. If to District:** Artisan Lakes Community Development District
c/o JP Ward & Associates, LLC
2041 NE 6 Terrace
Wilton Manors, Florida 33305
Attention: James P. Ward, District Manager
- With a copy to:** Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32314
Attention: Mr. Jere Earlywine, District Counsel

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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON NEXT PAGE]

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT

James, P. Ward, Secretary

Andrew Miller, Chairman, Board of Supervisors

WALDROP ENGINEERING

Witness

By: Ronald Waldrop, President

**ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT
MASTER AGREEMENT FOR ENGINEERING SERVICES WITH WALDROP
ENGINEERING**

SCHEDULE "A"

HOURLY FEE SCHEDULE

June 13, , 2017

Artisan Lakes Community Development District
Manatee County, Florida

Subject: **Work Authorization Number 1**
Artisan Lakes Community Development District

Dear Chairman, Board of Supervisors:

Waldrop Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Artisan Lakes Community Development District ("**District**"). We will provide these services pursuant to our current agreement dated June 13, 2017 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District construction projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

Artisan Lakes Community Development District

Waldrop Engineering, Inc.

By: _____
Andrew Miller, Chairman

By: _____
By: Ronald Waldrop, President

RESOLUTION 2017-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of Artisan Lakes Community Development District (the "Board"), a proposed Budget for Fiscal Year 2018; and

WHEREAS, the Board has considered the proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

SECTION 2. The proposed Budget submitted by the District Manager for Fiscal Year 2018 and attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 3. A public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: Tuesday, August 22, 2017
HOUR: 3:30 P.M.
LOCATION: Artisan Lakes Clubhouse
4725 Los Robles Court
Palmetto, Florida 34221

SECTION 4. The District Manager is hereby directed to submit a copy of the proposed budget to Manatee County at least 60 days prior to the hearing set above. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the proposed budget on the District's website at least two days before the budget hearing date.

SECTION 5. Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

SECTION 6. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

RESOLUTION 2017-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ARTISAN LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 7. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

SECTION 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of June, 2017.

ATTEST:

**ARTISAN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Andrew Miller, Chairman

JPWard and Associates, LLC

**ARTISAN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSED BUDGET

FISCAL YEAR 2018



James P. Ward
District Manager
2041 Northeast 6th Terrace
Wilton Manors, FL. 33305

Phone: 954-658-4900
E-mail:
JimWard@JPWardAssociates.com

Board of Supervisor's

Andrew Miller, Chairman
Kenneth Stokes, Vice Chairman
J.D. Humphreys, Assistant Secretary
Adam Painter, Assistant Secretary
Karen Goldstein, Assistant Secretary



Prepared by:
JPWard and Associates, LLC
TOTAL Commitment to Excellence



TABLE OF CONTENTS

GENERAL FUND

Budget—Fiscal Year 2018	1-2
Description of Budgeted Line Items	3-4

DEBT SERVICE FUND

Series 2013 A-1 to A-3 Bonds	5-11
Budget—Fiscal Year 2018	
Budget Comparison	
Bond Amortization Schedule	

ASSESSMENT LEVY

Summary of All Funds	12
-----------------------------	-----------



Artisan Lakes Community Development District

General Fund - Budget

Fiscal Year 2018

Description	Fiscal Year	Actual at	Anticipated	Fiscal Year
	2017 Budget	05/15/2017	Year End 09/30/2017	2018 Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -
Assessment Revenue				
Assessments - On-Roll	\$ 22,426	\$ 21,218	\$ 22,426	\$ 22,426
Assessments - Off-Roll	\$ 53,226	\$ 53,226	\$ 53,226	\$ 53,226
Contributions - Private Sources				
Taylor Morrison		\$ -	\$ -	
Total Revenue & Other Sources	\$ 75,652	\$ 74,444	\$ 75,652	\$ 75,652
Appropriations				
Legislative				
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -
Executive				
Professional - Management	\$ 20,000	\$ 13,333	\$ 29,167	\$ 20,000
Financial and Administrative				
Audit Services	\$ 4,100	\$ -	\$ 4,100	\$ 4,100
Accounting Services	\$ -	\$ -	\$ -	\$ -
Assessment Roll Preparation	\$ -	\$ -	\$ -	\$ -
Arbitrage Rebate Fees	\$ 500	\$ -	\$ 650	\$ 500
Other Contractual Services				
Recording and Transcription	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 2,500	\$ 355	\$ 3,500	\$ 2,500
Trustee Services	\$ 8,250	\$ -	\$ 8,250	\$ 8,250
Dissemination Agent Services	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ -
Bank Service Fees	\$ 360	\$ 110	\$ 300	\$ 360
Travel and Per Diem	\$ -		\$ -	\$ -
Communications and Freight Services				
Telephone	\$ -	\$ -	\$ -	\$ -
Postage, Freight & Messenger	\$ 750	\$ 189	\$ 400	\$ 750
Rentals and Leases				
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -
Computer Services (Web Site)	\$ 800	\$ -	\$ 800	\$ 800
Insurance	\$ 6,000	\$ 4,282	\$ 4,282	\$ 6,000
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175
Printing and Binding	\$ 750	\$ 330	\$ 650	\$ 750
Office Supplies	\$ -	\$ -	\$ -	\$ -
Legal Services				
General Counsel	\$ 13,000	\$ 3,313	\$ 13,000	\$ 13,000
Other General Government Services				
Engineering Services	\$ 2,000	\$ 126	\$ 2,000	\$ 2,000
Contingencies		\$ -	\$ -	
Capital Outlay	\$ -	\$ -	\$ -	\$ -

Artisan Lakes Community Development District

General Fund - Budget

Fiscal Year 2018

Description	Fiscal Year 2017 Budget	Actual at 05/15/2017	Anticipated Year End 09/30/2017	Fiscal Year 2018 Budget
Reserves				
Operational Reserve (Future Years)	\$ 10,000	\$ -	\$ -	\$ 10,000
Other Fees and Charges				
Discounts, Tax Collector Fee and Property Appraiser Fee	\$ 1,467	\$ -	\$ -	\$ 1,467
Total Appropriations	\$ 75,652	\$ 27,214	\$ 72,274	\$ 75,652
Fund Balances:				
Change from Current Year Operations	\$ -	\$ 47,230	\$ 3,379	\$ -
Fund Balance - Beginning				
Restricted for Future Operations	\$ 30,000	\$ 30,000	\$ 30,000	\$ 40,000
Unassigned	\$ 29,057	\$ 29,057	\$ 29,057	\$ 29,057
Total Fund Balance	\$ 59,057	\$ 106,287	\$ 59,057	\$ 69,057

Artisan Lakes Community Development District

General Fund - Budget

Fiscal Year 2018

Revenues and Other Sources

Carryforward	\$	-
Interest Income - General Account	\$	-

Appropriations

Legislative

Board of Supervisor's Fees	\$	-
----------------------------	----	---

The Board's fees are statutorily set at \$200 for each meeting of the Board of Supervisor's not to exceed \$4,800 for each Fiscal Year. The Budgeted amount reflects that the anticipated meetings for the District. The current Board has waived the statutory authorized fees.

Executive

Professional - Management	\$	20,000
---------------------------	----	--------

The District retains the services of a professional management company - **JPWard and Associates, LLC** - which specializes in Community Development Districts. The firm brings a wealth of knowledge and expertise to Flow Wav CDD.

Financial and Administrative

Audit Services	\$	4,100
----------------	----	-------

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures, if it's Revenues or Expenditures reach a certain threshold.

Accounting Services	\$	-
---------------------	----	---

For the Maintenance of the District's books and records on a daily basis.

Assessment Roll Preparation	\$	-
-----------------------------	----	---

For the preparation by the Financial Advisor of the Methodology for the General Fund and the Assessment Rolls including transmittal to the Collier County Property Appraiser.

Arbitrage Rebate Fees	\$	500
-----------------------	----	-----

For required Federal Compliance - this fee is paid for an in-depth analysis of the District's earnings on all of the funds in trust for the benefit of the Bondholder's to insure that the earnings rate does not exceed the interest rate on the Bond's.

Other Contractual Services \$ -

Recording and Transcription	\$	-
-----------------------------	----	---

Legal Advertising	\$	2,500
-------------------	----	-------

Trustee Services	\$	8,250
------------------	----	-------

With the issuance of the District's Bonds, the District is required to maintain the accounts established for the Bond Issue with a bank that holds trust powers in the State of Florida. The primary purpose of the trustee is to safeguard the assets of the Bondholder's, to insure the timely payment of the principal and interest due on the Bonds, and to insure the investment of the funds in the trust are made pursuant to the requirements of the trust.

Dissemination Agent Services	\$	5,000
------------------------------	----	-------

With the issuance of the District's Bonds, the District is required to report on a periodic basis the same information that is contained in the Official Statement that was issued for the Bonds. These requirements are pursuant to requirements of the Securities and Exchange Commission and sent to national repositories.

Property Appraiser Fees	\$	-
-------------------------	----	---

Bank Service Fees	\$	360
-------------------	----	-----

Artisan Lakes Community Development District

General Fund - Budget

Fiscal Year 2018

Travel and Per Diem	\$	-
Communications and Freight Services		
Telephone	\$	-
Postage, Freight & Messenger	\$	750
Rentals and Leases		
Miscellaneous Equipment	\$	-
Computer Services (Web Site Maintenance)	\$	800
Insurance	\$	6,000
Subscriptions and Memberships	\$	175
Printing and Binding	\$	750
Office Supplies	\$	-
Legal Services		
General Counsel	\$	13,000
The District's general council provides on-going legal representation relating to issues such as public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide services as "local government lawyers".		
Other General Government Services		
Engineering Services	\$	2,000
The District's engineering firm provides a broad array of engineering, consulting and construction services, which assists the District in crafting solutions with sustainability for the long term interests of the Community while recognizing the needs of government, the environment and maintenance of the District's facilities.		
Contingencies	\$	-
Reserves		
Operational Reserve (Future Years)	\$	10,000
The District has established an operational reserve to cover expenses that occur before assessment monies are received, and/or other expenses that may arise that are not anticipated in the Budget.		
Other Fees and Charges		
Discounts and Tax Collector Fees	\$	1,467
4% Discount permitted by Law for early payment and 3% Tax Collector Fee and Property Appraiser Fee		
Total Appropriations:		\$ 75,652

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 Bonds - Budget

Fiscal Year 2018

Description	Fiscal Year 2017 Budget	Actual at 05/15/2017	Anticipated Year End 09/30/2017	Fiscal Year 2018 Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income				
Revenue Account	\$ -	\$ 146	\$ 146	\$ -
Reserve Account	\$ -	\$ 610	\$ 610	\$ -
Interest Account	\$ -	\$ -	\$ -	\$ -
Prepayment Account	\$ -	\$ 215	\$ 215	\$ -
Special Assessment Revenue				
Special Assessment - On-Roll				
Series 2013 A-1	\$ 194,618	\$ 183,194	\$ 183,194	\$ 194,618
Series 2013 A-2			\$ -	
Series 2013 A-3			\$ -	
Special Assessment - Off-Roll				
Series 2013 A-1	\$ 90,343	\$ 204,062	\$ 204,062	\$ 91,956
Series 2013 A-2	\$ 161,625	\$ -	\$ -	\$ 112,813
Series 2013 A-3	\$ 207,625	\$ -	\$ -	\$ 205,450
Special Assessment - Prepayment				
Series 2013 A-1		\$ 10,000	\$ 10,000	
Series 2013 A-2	\$ -	\$ 369,990	\$ 369,990	\$ -
Debt Proceeds				
Series 2013 Issuance Proceeds	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 654,211	\$ 768,218	\$ 768,218	\$ 604,836
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2013 A-1	\$ 40,000	\$ 40,000	\$ 40,000	\$ 45,000
Series 2013 A-2	\$ 30,000	\$ 30,000	\$ 30,000	\$ 20,000
Series 2013 A-3	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Principal Debt Service - Early Redemptions				
Series 2013 A-1	\$ -	\$ 10,000	\$ 10,000	\$ -
Series 2013 A-2	\$ -	\$ 545,000	\$ 545,000	\$ -
Interest Expense				
Series 2013 A-1	\$ 231,338	\$ 231,338	\$ 231,338	\$ 227,950
Series 2013 A-2	\$ 131,625	\$ 123,019	\$ 123,019	\$ 92,813
Series 2013 A-3	\$ 177,625	\$ 177,625	\$ 177,625	\$ 175,450
Other Fees and Charges				
Discounts for Early Payment	\$ 13,624	\$ -	\$ -	\$ 13,624
Total Expenditures and Other Uses	\$ 654,211	\$ 1,186,981	\$ 1,186,981	\$ 604,836
Net Increase/(Decrease) in Fund	\$ -	\$ (418,763)	\$ (418,763)	\$ -
Fund Balance - Beginning	\$ 984,675	\$ 1,210,513	\$ 1,210,513	\$ 791,750
Fund Balance - Ending	\$ 984,675	\$ 791,750	\$ 791,750	\$ 791,750

Restricted Fund Balance:

Reserve Account Requirement	\$ 266,669
Restricted for November 1, 2018 Interest Payment	\$ 244,825
Total - Restricted Fund Balance:	\$ 511,494

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 A-1

Description	Principal	Coupon Rate	Interest	Annual Debt Service
Par Amount Issued:	\$ 3,430,000	6.75%		
11/1/2014			\$ 118,200.00	
5/1/2015	\$ 35,000	6.75%	\$ 118,200.00	\$ 271,400
11/1/2015			\$ 117,018.75	
5/1/2016	\$ 40,000	6.75%	\$ 117,018.75	\$ 269,038
11/1/2016			\$ 115,668.75	
5/1/2017	\$ 40,000	6.75%	\$ 115,668.75	\$ 271,338
11/1/2017			\$ 113,975.00	
5/1/2018	\$ 45,000	6.75%	\$ 113,975.00	\$ 267,950
11/1/2018			\$ 112,456.25	
5/1/2019	\$ 50,000	6.75%	\$ 112,456.25	\$ 269,913
11/1/2019			\$ 110,768.75	
5/1/2020	\$ 50,000	6.75%	\$ 110,768.75	\$ 271,538
11/1/2020			\$ 109,081.25	
5/1/2021	\$ 55,000	6.75%	\$ 109,081.25	\$ 268,163
11/1/2021			\$ 107,225.00	
5/1/2022	\$ 60,000	6.75%	\$ 107,225.00	\$ 269,450
11/1/2022			\$ 105,200.00	
5/1/2023	\$ 60,000	6.75%	\$ 105,200.00	\$ 270,400
11/1/2023			\$ 103,175.00	
5/1/2024	\$ 65,000	6.75%	\$ 103,175.00	\$ 266,350
11/1/2024			\$ 100,981.25	
5/1/2025	\$ 70,000	6.75%	\$ 100,981.25	\$ 266,963
11/1/2025			\$ 98,618.75	
5/1/2026	\$ 75,000	6.75%	\$ 98,618.75	\$ 267,238
11/1/2026			\$ 96,087.50	
5/1/2027	\$ 80,000	6.75%	\$ 96,087.50	\$ 267,175
11/1/2027			\$ 93,387.50	
5/1/2028	\$ 85,000	6.75%	\$ 93,387.50	\$ 266,775
11/1/2028			\$ 90,518.75	
5/1/2029	\$ 95,000	6.75%	\$ 90,518.75	\$ 266,038
11/1/2029			\$ 87,312.50	
5/1/2030	\$ 100,000	6.75%	\$ 87,312.50	\$ 269,625
11/1/2030			\$ 83,937.50	
5/1/2031	\$ 105,000	6.75%	\$ 83,937.50	\$ 267,875
11/1/2031			\$ 80,393.75	
5/1/2032	\$ 115,000	6.75%	\$ 80,393.75	\$ 265,788
11/1/2032			\$ 76,512.50	
5/1/2033	\$ 120,000	6.75%	\$ 76,512.50	\$ 268,025
11/1/2033			\$ 72,462.50	
5/1/2034	\$ 130,000	6.75%	\$ 72,462.50	\$ 264,925
11/1/2034			\$ 68,075.00	
5/1/2035	\$ 140,000	7.00%	\$ 68,075.00	\$ 266,150
11/1/2035			\$ 63,175.00	
5/1/2036	\$ 150,000	7.00%	\$ 63,175.00	\$ 266,350
11/1/2036			\$ 57,925.00	

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 A-1

Description	Principal	Coupon Rate	Interest	Annual Debt Service
5/1/2037	\$ 160,000	7.00%	\$ 57,925.00	\$ 265,850
11/1/2037			\$ 52,325.00	
5/1/2038	\$ 170,000	7.00%	\$ 52,325.00	\$ 264,650
11/1/2038			\$ 46,375.00	
5/1/2039	\$ 185,000	7.00%	\$ 46,375.00	\$ 262,750
11/1/2039			\$ 39,900.00	
5/1/2040	\$ 200,000	7.00%	\$ 39,900.00	\$ 264,800
11/1/2040			\$ 32,900.00	
5/1/2041	\$ 210,000	7.00%	\$ 32,900.00	\$ 265,800
11/1/2041			\$ 25,550.00	
5/1/2042	\$ 225,000	7.00%	\$ 25,550.00	\$ 261,100
11/1/2042			\$ 17,675.00	
5/1/2043	\$ 245,000	7.00%	\$ 17,675.00	\$ 260,350
11/1/2043			\$ 9,100.00	
5/1/2044	\$ 260,000		\$ 9,100.00	\$ 263,200

Principal Balance - September 30, 2017 \$ 3,305,000

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 A-2

Description	Principal Prepayments	Principal Mandatory	Coupon Rate	Interest	Annual Debt Service
Par Amount Issued:		\$ 2,585,000	6.75%		
11/1/2014				\$ 87,243.75	
5/1/2015		\$ 30,000	6.75%	\$ 87,243.75	\$ 204,488
11/1/2015	\$ 410,000			\$ 86,231.25	
5/1/2016	\$ 170,000	\$ 25,000	6.75%	\$ 86,231.25	\$ 202,463
11/1/2016				\$ 65,812.50	
5/1/2017	\$ 545,000	\$ 30,000	6.75%	\$ 65,812.50	\$ 156,625
11/1/2017				\$ 46,406.25	
5/1/2018		\$ 20,000	6.75%	\$ 46,406.25	\$ 122,813
11/1/2018				\$ 45,731.25	
5/1/2019		\$ 20,000	6.75%	\$ 45,731.25	\$ 111,463
11/1/2019				\$ 45,056.25	
5/1/2020		\$ 20,000	6.75%	\$ 45,056.25	\$ 110,113
11/1/2020				\$ 44,381.25	
5/1/2021		\$ 25,000	6.75%	\$ 44,381.25	\$ 108,763
11/1/2021				\$ 43,537.50	
5/1/2022		\$ 25,000	6.75%	\$ 43,537.50	\$ 112,075
11/1/2022				\$ 42,693.75	
5/1/2023		\$ 25,000	6.75%	\$ 42,693.75	\$ 110,388
11/1/2023				\$ 41,850.00	
5/1/2024		\$ 30,000	6.75%	\$ 41,850.00	\$ 108,700
11/1/2024				\$ 40,837.50	
5/1/2025		\$ 30,000	6.75%	\$ 40,837.50	\$ 111,675
11/1/2025				\$ 39,825.00	
5/1/2026		\$ 30,000	6.75%	\$ 39,825.00	\$ 109,650
11/1/2026				\$ 38,812.50	
5/1/2027		\$ 35,000	6.75%	\$ 38,812.50	\$ 107,625
11/1/2027				\$ 37,631.25	
5/1/2028		\$ 35,000	6.75%	\$ 37,631.25	\$ 110,263
11/1/2028				\$ 36,450.00	
5/1/2029		\$ 40,000	6.75%	\$ 36,450.00	\$ 107,900
11/1/2029				\$ 35,100.00	
5/1/2030		\$ 40,000	6.75%	\$ 35,100.00	\$ 110,200
11/1/2030				\$ 33,750.00	
5/1/2031		\$ 45,000	6.75%	\$ 33,750.00	\$ 107,500
11/1/2031				\$ 32,231.25	
5/1/2032		\$ 50,000	6.75%	\$ 32,231.25	\$ 109,463
11/1/2032				\$ 30,543.75	
5/1/2033		\$ 50,000	6.75%	\$ 30,543.75	\$ 111,088
11/1/2033				\$ 28,856.25	
5/1/2034		\$ 55,000	6.75%	\$ 28,856.25	\$ 107,713
11/1/2034				\$ 27,000.00	
5/1/2035		\$ 60,000	6.75%	\$ 27,000.00	\$ 109,000
11/1/2035				\$ 24,975.00	
5/1/2036		\$ 65,000	6.75%	\$ 24,975.00	\$ 109,950
11/1/2036				\$ 22,781.25	
5/1/2037		\$ 65,000	6.75%	\$ 22,781.25	\$ 110,563
11/1/2037				\$ 20,587.50	
5/1/2038		\$ 70,000	6.75%	\$ 20,587.50	\$ 106,175
11/1/2038				\$ 18,225.00	
5/1/2039		\$ 75,000	6.75%	\$ 18,225.00	\$ 106,450
11/1/2039				\$ 15,693.75	
5/1/2040		\$ 80,000	6.75%	\$ 15,693.75	\$ 106,388
11/1/2040				\$ 12,993.75	

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 A-2

Description	Principal Prepayments	Principal Mandatory	Coupon Rate	Interest	Annual Debt Service
5/1/2041		\$ 85,000	6.75%	\$ 12,993.75	\$ 105,988
11/1/2041				\$ 10,125.00	
5/1/2042		\$ 95,000	6.75%	\$ 10,125.00	\$ 105,250
11/1/2042				\$ 6,918.75	
5/1/2043		\$ 100,000	6.75%	\$ 6,918.75	\$ 108,838
11/1/2043				\$ 3,543.75	
5/1/2044		\$ 105,000	6.750%	\$ 3,543.75	\$ 107,088

Principal Balance - September 30, 2017 \$ 1,375,000.00

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 A-3

Description	Principal Mandatory	Coupon Rate	Interest	Annual Debt Service
Par Amount Issued:	\$ 2,500,000	7.25%		
11/1/2014			\$ 90,625.00	
5/1/2015	\$ 25,000	7.25%	\$ 90,625.00	\$ 206,250
11/1/2015			\$ 89,718.75	
5/1/2016	\$ 25,000	7.25%	\$ 89,718.75	\$ 204,438
11/1/2016			\$ 88,812.50	
5/1/2017	\$ 30,000	7.25%	\$ 88,812.50	\$ 202,625
11/1/2017			\$ 87,725.00	
5/1/2018	\$ 30,000	7.25%	\$ 87,725.00	\$ 205,450
11/1/2018			\$ 86,637.50	
5/1/2019	\$ 30,000	7.25%	\$ 86,637.50	\$ 203,275
11/1/2019			\$ 85,550.00	
5/1/2020	\$ 35,000	7.25%	\$ 85,550.00	\$ 201,100
11/1/2020			\$ 84,281.25	
5/1/2021	\$ 35,000	7.25%	\$ 84,281.25	\$ 203,563
11/1/2021			\$ 83,012.50	
5/1/2022	\$ 40,000	7.25%	\$ 83,012.50	\$ 201,025
11/1/2022			\$ 81,562.50	
5/1/2023	\$ 45,000	7.25%	\$ 81,562.50	\$ 203,125
11/1/2023			\$ 79,931.25	
5/1/2024	\$ 45,000	7.25%	\$ 79,931.25	\$ 204,863
11/1/2024			\$ 78,300.00	
5/1/2025	\$ 50,000	7.25%	\$ 78,300.00	\$ 201,600
11/1/2025			\$ 76,487.50	
5/1/2026	\$ 55,000	7.25%	\$ 76,487.50	\$ 202,975
11/1/2026			\$ 74,493.75	
5/1/2027	\$ 60,000	7.25%	\$ 74,493.75	\$ 203,988
11/1/2027			\$ 72,318.75	
5/1/2028	\$ 60,000	7.25%	\$ 72,318.75	\$ 204,638
11/1/2028			\$ 70,143.75	
5/1/2029	\$ 65,000	7.25%	\$ 70,143.75	\$ 200,288
11/1/2029			\$ 67,787.50	
5/1/2030	\$ 70,000	7.25%	\$ 67,787.50	\$ 200,575
11/1/2030			\$ 65,250.00	
5/1/2031	\$ 75,000	7.25%	\$ 65,250.00	\$ 200,500
11/1/2031			\$ 62,531.25	
5/1/2032	\$ 85,000	7.25%	\$ 62,531.25	\$ 200,063
11/1/2032			\$ 59,450.00	
5/1/2033	\$ 90,000	7.25%	\$ 59,450.00	\$ 203,900
11/1/2033			\$ 56,187.50	
5/1/2034	\$ 95,000	7.25%	\$ 56,187.50	\$ 202,375
11/1/2034			\$ 52,743.75	
5/1/2035	\$ 105,000	7.25%	\$ 52,743.75	\$ 200,488
11/1/2035			\$ 48,937.50	
5/1/2036	\$ 110,000	7.25%	\$ 48,937.50	\$ 202,875
11/1/2036			\$ 44,950.00	

Artisan Lakes Community Development District

Debt Service Fund - Series 2013 A-3

Description	Principal Mandatory	Coupon Rate	Interest	Annual Debt Service
5/1/2037	\$ 120,000	7.25%	\$ 44,950.00	\$ 199,900
11/1/2037			\$ 40,600.00	
5/1/2038	\$ 130,000	7.25%	\$ 40,600.00	\$ 201,200
11/1/2038			\$ 35,887.50	
5/1/2039	\$ 135,000	7.25%	\$ 35,887.50	\$ 201,775
11/1/2039			\$ 30,993.75	
5/1/2040	\$ 145,000	7.25%	\$ 30,993.75	\$ 196,988
11/1/2040			\$ 25,737.50	
5/1/2041	\$ 160,000	7.25%	\$ 25,737.50	\$ 196,475
11/1/2041			\$ 19,937.50	
5/1/2042	\$ 170,000	7.25%	\$ 19,937.50	\$ 199,875
11/1/2042			\$ 13,775.00	
5/1/2043	\$ 185,000	7.25%	\$ 13,775.00	\$ 197,550
11/1/2043			\$ 7,068.75	
5/1/2044	\$ 195,000	7.25%	\$ 7,068.75	\$ 199,138
Principal Balance - September 30, 2017	\$ 2,420,000			

Artisan Lakes Community Development District

Assessment Comparison - Budget
Fiscal Year 2018

This chart shows the assessments as proposed for FY 2018 - (this method excludes lots for future development as they do not receive any benefit from the District's administrative program)

Lot Size	Number of Units Assessed (1)			Allocation of O&M Assessment					Total			Per Lot Annual Assessment								
	O&M	Series 2013A-1 Debt Service	Series 2013A-2 Debt Service (2)	Series 2013A-3 Debt Service	EAU Factor	Total EAU's	On Roll Units	Off Roll Units	% Total EAU's	Total O&M Budget	Series 2013A-1 Debt Service Assessment	Series 2013A-2 Debt Service Assessment	Series 2013A-3 Debt Service Assessment	Off-Roll	On Roll	Series 2013A-1 Debt Service (3)	Series 2013A-2 Debt Service (3)	Series 2013A-3 Debt Service (3)	Total	
Single Family 40' (Phases 1-1 / 1-2)	99	99	43		1	99	99	12.27%	\$ 9,737.82	\$ 70,171.20	\$ 21,055.93		\$ 91.93	\$ 98.36	\$ 708.80	\$ 489.67			\$ 1,388.76	
Single Family 50' (Phases 1-1 / 1-2)	75	75	46		1	75	75	9.29%	\$ 7,377.13	\$ 64,199.25	\$ 28,156.08		\$ 91.93	\$ 98.36	\$ 855.99	\$ 612.09			\$ 1,658.37	
Single Family 60' (Phases 1-1 / 1-2)	38	38	22		1	38	38	4.71%	\$ 3,737.75	\$ 40,401.22	\$ 16,159.10		\$ 91.93	\$ 98.36	\$ 1,063.19	\$ 734.50			\$ 1,987.98	
Single Family 70' (Phases 1-1 / 1-2)	16	16	16		1	16	16	1.98%	\$ 1,573.79	\$ 19,846.24	\$ 13,710.73		\$ 91.93	\$ 98.36	\$ 1,240.39	\$ 856.92			\$ 2,287.60	
Single Family 40' (Phase 1-3)																		\$	\$ 340.13	\$ 340.13
Single Family 50' (Phase 1-3)																		\$	\$ 425.17	\$ 425.17
Single Family 60' (Phase 1-3)																		\$	\$ 510.20	\$ 510.20
Single Family 70' (Phase 1-3)																		\$	\$ 595.23	\$ 595.23
Single Family 40' Future Development																				
Single Family 50' Future Development																				
Single Family 60' Future Development																				
Single Family 70' Future Development																				
Clubhouse - (Phase 1)																				
Clubhouse - (Future Dev)																				
Unplatted Acres - Units Assigned to General Fund (4)	579				1	579	579	71.75%	\$ 53,225.67											
Unplatted Acres - Debt Service Fund (Not Included in Totals)		285.51	285.51	285.51							\$ 91,955.62	\$ 33,730.65	\$ 205,450.00							
Total:	807	228	127	0		807	228	579	0	100.00%	\$ 75,652.15	\$ 286,573.53	\$ 112,812.50	\$ 205,450.00						

(1) - Reflects the total number of units subject to assessment

(2) - Reflects the total number of units taking into consideration prepayments

(3) Reflects the adopted assessment per lots in connection with the issuance of the Series 2013 A-1 Bonds, including the discounts/collections costs - and the Series 2013 A-2 and A-3 Bonds, the rate does NOT include the discounts and collection costs

(4) - There are 807 units PLANNED for the Series 11-1, 1-2 and 1-3 Phases - as units assigned to the Unplatted Acres for the General Fund are the total planned units less the platted units

SUPERVISOR OF ELECTIONS

MICHAEL BENNETT

- Supervisor -

600 301 Boulevard West, Suite 108
Bradenton, Florida 34205
Phone: (941) 741-3823
Fax: (941) 741-3820
www.VoteManatee.com

Artisan Lakes Community Development District

April 26, 2017

Jim Ward
JPWard & Associates, LLC
2041 NE 6 Terrace
Wilton Manors, FL 33305

Dear Mr. Ward:

We are in receipt of your request for the number of registered voters in the Artisan Lakes Community Development District as of April 15, 2017. According to our records, there were 235 persons registered in the Artisan Lakes Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,



Michael Bennett
Supervisor of Elections

MB/klj



RECYCLED
PAPER

Protect the Manatee...

Artisan Lakes Community Development District

Financial Statements

April 30, 2017



Prepared by:

JPWARD AND ASSOCIATES LLC

***2041 NE 6TH TERRACE
FORT LAUDERDALE, FLORIDA 33305
E-MAIL: JIMWARD@JPWARDASSOCIATES.COM
PHONE: (954) 658-4900***

Artisan Lakes Community Development District

Table of Contents

	<i>Page</i>
<i>Balance Sheet—All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-4</i>
<i>Debt Service Fund</i>	
<i>Series 2013 Bonds</i>	<i>5</i>

JPWard & Associates, LLC
2041 NE 6th Terrace
Fort Lauderdale, Florida 33305

Artisan Lakes Community Development District
Balance Sheet
for the Period Ending April 30, 2017

Governmental Funds				
	General Fund	Series 2013	Account Groups General Long Term Debt	Totals (Memorandum Only)
Assets				
Cash and Investments				
General Fund - Invested Cash	\$ 114,428	\$ -	\$ -	\$ 114,428
Debt Service Fund				
Interest Account				-
Series 2013 A-1	-	-	-	-
Series 2013 A-2	-	-	-	-
Series 2013 A-3	-	-	-	-
Sinking Account				-
Series 2013 A-1	-	-	-	-
Series 2013 A-2	-	-	-	-
Series 2013 A-3	-	-	-	-
Reserve Account				-
Series 2013 A-1	-	273,913	-	273,913
Series 2013 A-2	-	203,475	-	203,475
Series 2013 A-3	-	206,981	-	206,981
Revenue				-
Series 2013 A-1 and A-2	-	281,467	-	281,467
Series 2013 A-3	-	118,814	-	118,814
Prepayment Account				
Series 2013 A-1	-	10,000	-	10,000
Series 2013 A-2	-	346,326	-	346,326
Due from Other Funds				-
General Fund	-	-	-	-
Debt Service Fund(s)		-	-	-
Assessments Receivable				-
Amount Available in Debt Service Funds	-	-	1,440,976	1,440,976
Amount to be Provided by Debt Service Funds	-	-	6,804,024	6,804,024
Total Assets	\$ 114,428	\$ 1,440,976	\$ 8,245,000	\$ 9,800,404

Artisan Lakes Community Development District
Balance Sheet
for the Period Ending April 30, 2017

	Governmental Funds			Totals (Memorandum Only)
	General Fund	Series 2013	Account Groups General Long Term Debt	
Liabilities				
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -
Due to Other Funds	-	-	-	-
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Bonds Payable	-	-	-	-
Current Portion	-	-	-	-
Series 2013 A-1	-	-	40,000	-
Series 2013 A-2	-	-	30,000	-
Series 2013 A-3	-	-	30,000	-
Long Term	-	-	-	-
Series 2013 A-1	-	-	3,315,000	-
Series 2013 A-2	-	-	2,415,000	-
Series 2013 A-3	-	-	2,415,000	-
Total Liabilities	\$ -	\$ -	\$ 8,245,000	\$ -
Fund Equity and Other Credits				
Investment in General Fixed Assets	-	-	-	-
Fund Balance				
Restricted				
Beginning: October 1, 2016 (Unaudited)	-	1,210,513	-	1,210,513
Results from Current Operations	-	230,463	-	230,463
Unassigned				
Beginning: October 1, 2016 (Unaudited)	59,057	-	-	59,057
Results from Current Operations	55,371	-	-	55,371
Total Fund Equity and Other Credits	\$ 114,428	\$ 1,440,976	\$ -	\$ 1,555,404
Total Liabilities, Fund Equity and Other Credits	\$ 114,428	\$ 1,440,976	\$ 8,245,000	\$ 1,555,404

Prepared by:

JPWARD and Associates, LLC

Artisan Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2017

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest									
Interest - General Checking	-	-	-	-	-	-	-	-	-
Special Assessment Revenue									
Special Assessments - On-Roll	56	3,647	5,664	2,399	9,062	116	273	21,218	20,959
Special Assessments - Off-Roll	-	-	-	-	-	13,904	39,322	53,226	53,226
Developer Contribution									
Developer Contribution	-	-	-	-	-	-	-	-	-
Intragovernmental Transfer In									
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-
Total Revenue and Other Sources:	\$ 56	\$ 3,647	\$ 5,664	\$ 2,399	\$ 9,062	\$ 14,020	\$ 39,595	74,444	\$ 74,185
Expenditures and Other Uses									
Executive									
Professional Management	1,667	1,667	1,667	1,667	1,667	1,667	1,667	11,667	20,000
Financial and Administrative									
Audit Services	-	-	-	-	-	-	-	-	4,100
Accounting Services	-	-	-	-	-	-	-	-	-
Assessment Roll Services	-	-	-	-	-	-	-	-	-
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	500
Other Contractual Services									
Legal Advertising	180	-	-	175	-	-	-	355	2,500
Trustee Services	-	-	-	-	-	-	-	-	8,250
Dissemination Agent Services	-	-	-	-	-	-	-	-	5,000
Property Appraiser Fees	-	-	-	-	-	-	-	-	-
Bank Service Fees	-	19	19	14	20	19	18	110	360
Communications & Freight Services									
Postage, Freight & Messenger	25	-	25	35	9	9	27	130	750

Artisan Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2017

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget
Computer Services - Website Development	-	-	-	-	-	-	-	-	800
Insurance	4,282	-	-	-	-	-	-	4,282	6,000
Printing & Binding		99					-	99	750
Subscription & Memberships	175	-	-	-	-	-	-	175	175
Legal Services									
Legal - General Counsel	-	-	150	1,777	-	203	-	2,129	13,000
Other General Government Services									
Engineering Services	-	-	-	126	-	-	-	126.00	2,000
Contingencies	-	-	-	-	-	-	-	-	-
Other Current Charges	-	-	-	-	-	-	-	-	-
Reserves									
Operational Reserves (Future Years)							-	-	10,000
Other Fees and Charges	-	-	-	-	-	-	-	-	-
Discounts/Collection Fees							-	-	-
Sub-Total:	6,329	1,785	1,860	3,794	1,696	1,897	1,712	19,073	74,185
Total Expenditures and Other Uses:	\$ 6,329	\$ 1,785	\$ 1,860	\$ 3,794	\$ 1,696	\$ 1,897	\$ 1,712	\$ 19,073	\$ 74,185
Net Increase/ (Decrease) in Fund Balance	(6,272)	1,862	3,804	(1,395)	7,366	12,123	37,883	55,371	-
Fund Balance - Beginning	59,057	52,785	54,647	58,451	57,056	64,422	76,545	59,057	-
Fund Balance - Ending	\$ 52,785	\$ 54,647	\$ 58,451	\$ 57,056	\$ 64,422	\$ 76,545	\$ 114,429	114,429	\$ -

Artisan Lakes Community Development District
Debt Service Fund - Series 2013
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2017

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	\$ -
Interest Income	3	6	4	57	146	143	249	608	
Special Assessment Revenue									
Special Assessments - On-Roll	486	31,490	48,903	20,711	78,243	1,000	2,361	183,194	180,995
Special Assessments - Off-Roll	-	-	-	-	-	-	204,062	204,062	
Series 2013 Bonds A-1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	\$ 90,343
Series 2013 Bonds A-2							-	-	\$ 161,625
Series 2013 Bonds A-3							-	-	\$ 207,625
Special Assessments - Prepayments	38,102	22,753	75,301	79,819	29,578	40,663	81,675	367,892	-
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-
Total Revenue and Other Sources:	\$ 38,591	\$ 54,250	\$ 124,208	\$ 100,587	\$ 107,968	\$ 41,805	288,348	755,757	\$ 640,588
Expenditures and Other Uses									
Debt Service									
Principal Debt Service - Mandatory									
Series 2013 Bonds A-1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	\$ 40,000
Series 2013 Bonds A-2							-	-	\$ 30,000
Series 2013 Bonds A-3							-	-	\$ 30,000
Principal Debt Service - Early Redemptions									
Series 2013 Bonds A-1	-	-	-	-	-	-	-	-	-
Series 2013 Bonds A-2	-	255,000	-	-	-	-	-	255,000	-
Series 2013 Bonds A-3	-	-	-	-	-	-	-	-	-
Interest Expense									
Series 2013 Bonds A-1	-	115,669	-	-	-	-	-	115,669	231,338
Series 2013 Bonds A-2		65,813					-	65,813	131,625
Series 2013 Bonds A-3		88,813					-	88,813	177,625
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-
Total Expenditures and Other Uses:	\$ -	\$ 525,294	\$ -	\$ -	\$ -	\$ -	-	525,294	\$ 640,588
Net Increase/ (Decrease) in Fund Balance	38,591	(471,044)	124,208	100,587	107,968	41,805	288,348	230,463	-
Fund Balance - Beginning	1,210,513	1,249,104	778,060	902,268	1,002,855	1,110,823	1,152,628	1,210,513	-
Fund Balance - Ending	\$ 1,249,104	\$ 778,060	\$ 902,268	\$ 1,002,855	\$ 1,110,823	\$ 1,152,628	1,440,976	1,440,976	\$ -