

*Yarborough Lane
Community Development District*

Meeting Agenda

April 11, 2024

AGENDA

Yarborough Lane

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

April 4, 2024

**Board of Supervisors
Yarborough Lane
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Yarborough Lane Community Development District** will be held on **Thursday, April 11, 2024, at 10:30 AM** at the **Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.**

Zoom Video Join Link: <https://us06web.zoom.us/j/85376320672>

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

Meeting ID: 853 7632 0672

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the July 13, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2024-01 Approving the Proposed Fiscal Year 2024/2025 Budget (Suggested Date: July 11, 2024) and Setting the Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget
5. Consideration of Resolution 2024-02 Designating a Date, Time, and Location for a Landowners' Meeting and Election (November 5, 2024)
6. Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
7. Ratification of 2024 Data Sharing and Usage Agreement with Polk County Property Appraiser
8. Ratification of Audit Services Engagement Letter for Fiscal Year 2023 Audit with Grau
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Yarborough Lane Community Development District was held on Thursday, **July 13, 2023**, at 10:40 a.m. at Highland Homes Offices, 3020 S. Florida Ave., Suite 101, Lakeland, Florida.

Present and constituting a quorum were:

Milton Andrade	Chairman
Brian Walsh	Vice Chairman
Garret Parkinson	Assistant Secretary
Jeff Shenefield	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVW Law
Rey Malave <i>by Zoom</i>	District Engineer, Dewberry
Chase Arrington	District Engineer, Dewberry

The following is a summary of the discussions and actions taken at the July 13, 2023 Yarborough Lane Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 10:40 a.m. Four Supervisors were present at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present and no members of the public joining via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the May 11, 2023
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the May 11, 2023 Board of Supervisors meetings to the Board. She asked for any questions, comments, or corrections to the minutes. The Board had no changes to the minutes.

On MOTION by Mr. Walsh seconded by Mr. Andrade, with all in favor, the Minutes of the May 11, 2023 Board of Supervisors Meetings, were approved.

FOURTH ORDER OF BUSINESS Public Hearing

A. Public Hearing on the Adoption of the Fiscal Year 2024 Budget

Ms. Burns stated that the public hearing was advertised in the paper. She asked for a motion to open the public hearing.

On MOTION by Mr. Andrade seconded by Mr. Parkinson, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2023-04 Adopting the District’s Fiscal Year 2024 Budget and Appropriating Funds

Ms. Burns stated this budget has not changed other than updating the actuals for the current year. This budget will be developer funded and is largely admin expenses. We did include a small field contingency in the case we need it but do not anticipate using that. She noted the expenses will only be billed as incurred.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, Resolution 2023-04 Adopting the District’s Fiscal Year 2024 Budget and Appropriating Funds, was approved.

ii. Consideration of Fiscal Year 2023/2024 Developer Funding Agreement

Ms. Burns stated under the terms of this agreement, Clayton Properties Group will fund the operations and maintenance of the District based on the budget that the Board just adopted.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Consideration of Fiscal Year 2023/2024 Developer Funding Agreement, was approved.

Ms. Burns stated there are no members of the public present at this time. She asked for a motion to close the public comment period.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Closing the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year 2024**

Ms. Burns noted that their monthly meetings will be on the same date and time and staff will look for an alternate location as well so if that works for the Board.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, Resolution 2023-05 Designation of Regular Monthly Meeting Date and Time for Fiscal Year 2024 and authorize chair to work with District staff to select a location, was approved.

SIXTH ORDER OF BUSINESS

**Acceptance of the Fiscal Year 2022 Audit
Report**

Ms. Burns stated page 26 of the agenda starts the report to management. She noted this was a clean audit with no findings and no instances of noncompliance. She asked for any questions, otherwise looking for a motion to accept.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, Accepting the Fiscal Year 2022 Audit Report, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry stated that she had nothing to report.

B. Engineer

Mr. Malave stated that he had nothing to report.

C. District Manager's Report

i. Approval of Check Register

SECTION IV

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Yarborough Lane Community Development District (“**District**”) prior to June 15, 2024, proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); 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 THE YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: Thursday, July 11, 2024

HOUR: 10:30 AM

LOCATION: Offices of Highland Homes
3020 S. Florida Ave., Suite 101
Lakeland, Florida 33803

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and to ensure that it remains on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more

provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF APRIL 2024.

ATTEST:

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Yarborough Lane
Community Development District

Proposed Budget
FY2025



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2-4 General Fund Narrative

Yarborough Lane
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 2/29/24	Projected Next 7 Months	Total Thru 9/30/24	Proposed Budget FY2025
Revenues					
Developer Contributions	\$ 182,041	\$ -	\$ 74,672	\$ 74,672	\$ 184,929
Total Revenues	\$ 182,041	\$ -	\$ 74,672	\$ 74,672	\$ 184,929
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 12,000	\$ -	\$ 4,000	\$ 4,000	\$ 12,000
Engineering	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Attorney	\$ 25,000	\$ 857	\$ 6,250	\$ 7,107	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 37,500	\$ 15,625	\$ 21,875	\$ 37,500	\$ 39,375
Information Technology	\$ 1,800	\$ 750	\$ 1,050	\$ 1,800	\$ 1,890
Website Maintenance	\$ 1,200	\$ 500	\$ 700	\$ 1,200	\$ 1,260
Postage & Delivery	\$ 1,000	\$ 9	\$ 35	\$ 44	\$ 1,000
Insurance	\$ 5,750	\$ 5,200	\$ -	\$ 5,200	\$ 6,613
Copies	\$ 1,000	\$ -	\$ 100	\$ 100	\$ 1,000
Legal Advertising	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Other Current Charges	\$ 2,500	\$ 235	\$ 765	\$ 1,000	\$ 2,500
Office Supplies	\$ 625	\$ 0	\$ 46	\$ 46	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 132,041	\$ 23,351	\$ 51,321	\$ 74,672	\$ 134,929
<i>Operations & Maintenance</i>					
Field Contingency	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Total Operations & Maintenance:	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Total Expenditures	\$ 182,041	\$ 23,351	\$ 51,321	\$ 74,672	\$ 184,929
Excess Revenues/(Expenditures)	\$ -	\$ (23,351)	\$ 23,351	\$ -	\$ -

Yarborough Lane Community Development District General Fund Narrative

Revenues:

Developer Contributions

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

Expenditures:

General & Administrative:

Supervisor Fees

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

Engineering

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

Attorney

The District's legal counsel, Kilinski | Van Wyk, PLLC., provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

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

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

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

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Yarborough Lane

Community Development District

General Fund Narrative

Trustee Fees

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

Management Fees

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

Information Technology

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

Website Maintenance

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

Postage & Delivery

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

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

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

Other Current Charges

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

Yarborough Lane Community Development District General Fund Narrative

Office Supplies

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

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

SECTION V

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday of the month in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Brian Walsh	11/2026
2	Milton Andrade	11/2026
3	Jeffrey Shenefield	11/2024
4	Garret Parkinson	11/2024
5	Joel Adams	11/2024

This year, Seat 3, currently held by Jeffrey Shenefield, Seat 4, currently held by Garret Parkinson, and Seat 5, currently held by Joel Adams, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the **5th day of November 2024, at ___:___ AM/PM and located at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its **April 11, 2024** meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services – Central Florida LLC, located at 219 East Livingston Street, Orlando, Florida 32801.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 11TH DAY OF APRIL 2024.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIRPERSON / VICE CHAIRPERSON

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Yarborough Lane Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 157 acres, generally located north of State Road 60, east of Crews Lake, south of Crews Lake Drive, west of Kitty Fox Lane, situated entirely within unincorporated Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there may be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Tuesday, November 5, 2024
TIME: ____:____ AM/PM
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jill Burns
District Manager

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 5, 2024**

TIME: ___:___ AM/PM

LOCATION: _____

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING –Tuesday, November 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of Yarborough Lane Community Development District to be held at _____, on **Tuesday, November 5, 2024** at ____:____ **AM/PM**, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

 Printed Name of Legal Owner

 Signature of Legal Owner

 Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2021), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING –TUESDAY, NOVEMBER 5, 2024

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Yarborough Lane Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

SECTION VI

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 31, 2024 by and between the Yarborough Lane Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Yarborough Lane Community Development District.
3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 12, 2024**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 13, 2024** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

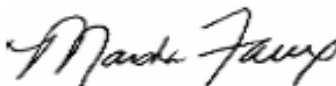
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION VII



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER

Revised 12/2023
ADA Compliant

2024 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the Yarborough Lane Community Development District hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as "local government" by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2024**, and shall run until **December 31, 2024**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature:

Print: Marsha M. Faux CFA, ASA

Title: Polk County Property Appraiser

Date: December 1, 2023

DocuSigned by: Yarborough Lane CDD

Agency:

Signature:

Print: 05F2744F40FE41E... Milton Andrade

Title: Chairman

Date: 1/8/2024

Please email the signed agreement to pataxroll@polk-county.net.

SECTION VIII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

September 28, 2023

Board of Supervisors
Yarborough Lane Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Yarborough Lane Community Development District, Polk County, Florida ("the District") for the fiscal year ending September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Yarborough Lane Community Development District as of and for the fiscal year ending September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

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

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

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

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

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

Examination Objective

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

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$2,900 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

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

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2023 must be provided to us no later than March 1, 2024, in order for us to complete the engagement by June 1, 2024.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by May 15, 2024 for the District's review, and a final draft audit report by June 1, 2024 for the District's review and approval.

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

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

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Yarborough Lane Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

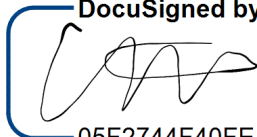


Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Yarborough Lane Community Development District.

DocuSigned by:



By: 05F2744F40FE41E...

Title: Milton Andrade, Chairman

Date: 10/26/2023



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION IX

SECTION C

SECTION 1

Yarborough Lane Community Development District

Summary of Check Register

June 1, 2023 through March 29, 2024

Fund	Date	Check No.'s	Amount
General Fund	6/6/23	41-46	\$ 7,604.27
	6/13/23	47	\$ 3,378.19
	6/20/23	48	\$ 998.60
	6/28/23	49-50	\$ 4,387.09
	7/12/23	51-52	\$ 908.92
	7/18/23	53	\$ 3,380.04
	7/25/23	54-58	\$ 1,236.00
	9/18/23	59	\$ 3,388.26
	9/27/23	60-64	\$ 12,341.81
	10/4/23	65	\$ 392.78
	10/17/23	66-67	\$ 3,550.24
	11/22/23	68	\$ 3,378.98
	12/13/23	69-70	\$ 3,564.50
	1/18/24	71	\$ 3,375.00
	1/23/24	72	\$ 380.50
	2/20/24	73-74	\$ 3,666.85
	3/12/24	75	\$ 3,375.00
Total Amount			\$ 59,307.03

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/13/23	00001	6/01/23	15	202306	310	51300	34000		MANAGEMENT FEES - JUN 23	*	3,125.00		
6/01/23		15	202306	310	51300	35200		WEBSITE ADMIN - JUN 23	*	100.00			
6/01/23		15	202306	310	51300	35100		INFORMATION TECH - JUN 23	*	150.00			
6/01/23		15	202306	310	51300	51000		OFFICE SUPPLIES	*	2.53			
6/01/23		15	202306	310	51300	42000		POSTAGE	*	.66			
GOVERNMENTAL MANAGEMENT SERVICES												3,378.19	000047
6/20/23	00011	6/14/23	6879	202305	310	51300	31500		GENERAL COUNSEL - MAY 23	*	998.60		
KILINSKI / VAN WYK, PLLC												998.60	000048
6/28/23	00012	6/21/23	2295287	202305	310	51300	31100		ENGINEERING SVCS MAY 23	*	305.00		
DEWBERRY ENGINEERS INC.												305.00	000049
6/28/23	00011	3/16/23	6250	202302	310	51300	31500		GEN COUNSEL APR22-FEB23	*	4,082.09		
KILINSKI / VAN WYK, PLLC												4,082.09	000050
7/12/23	00009	5/11/23	GP051120	202305	310	51300	11000		SUPERVISOR FEES 05/11/23	*	200.00		
GARRET PARKINSON												200.00	000051
7/12/23	00005	6/01/23	00056774	202306	310	51300	48000		NOT OF HEARING FY24 BUDGT	*	708.92		
CA FLORIDA HOLDINGS, LLC												708.92	000052
7/18/23	00001	7/01/23	16	202307	310	51300	34000		MANAGEMENT FEES - JUL 23	*	3,125.00		
7/01/23		16	202307	310	51300	35200		WEBSITE ADMIN - JUL 23	*	100.00			
7/01/23		16	202307	310	51300	35100		INFORMATION TECH - JUL 23	*	150.00			
7/01/23		16	202307	310	51300	51000		OFFICE SUPPLIES	*	.24			
7/01/23		16	202307	310	51300	42000		POSTAGE	*	4.80			
GOVERNMENTAL MANAGEMENT SERVICES												3,380.04	000053
7/25/23	00006	7/13/23	BW071320	202307	310	51300	11000		SUPERVISOR FEES 07/13/23	*	200.00		
BRIAN WALSH												200.00	000054
YARB YARBOROUGH LNE AGUZMAN													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/25/23	00009	7/13/23	GP071320	202307	310	51300	11000		SUPERVISOR FEES 07/13/23	*	200.00		
									GARRET PARKINSON			200.00	000055
7/25/23	00007	7/13/23	JS071320	202307	310	51300	11000		SUPERVISOR FEES 07/13/23	*	200.00		
									JEFFREY T. SHENEFIELD			200.00	000056
7/25/23	00011	7/16/23	7071	202306	310	51300	31500		GENERAL COUNSEL - JUN 23	*	436.00		
									KILINSKI / VAN WYK, PLLC			436.00	000057
7/25/23	00008	7/13/23	MA071320	202307	310	51300	11000		SUPERVISOR FEES 07/13/23	*	200.00		
									MILTON ANDRADE			200.00	000058
9/18/23	00001	8/01/23	17	202308	310	51300	34000		MANAGEMENT FEES - AUG 23	*	3,125.00		
		8/01/23	17	202308	310	51300	35200		WEBSITE ADMIN - AUG 23	*	100.00		
		8/01/23	17	202308	310	51300	35100		INFORMATION TECH - AUG 23	*	150.00		
		8/01/23	17	202308	310	51300	51000		OFFICE SUPPLIES	*	2.71		
		8/01/23	17	202308	310	51300	42000		POSTAGE	*	10.55		
									GOVERNMENTAL MANAGEMENT SERVICES			3,388.26	000059
9/27/23	00012	8/18/23	2321575	202307	310	51300	31100		ENGINEER SERVICE - JUL 23	*	362.50		
									DEWBERRY ENGINEERS INC.			362.50	000060
9/27/23	00003	8/29/23	19237	202309	300	15500	10000		FY24 INSURANCE POLICY	*	5,200.00		
									EGIS INSURANCE & RISK ADVISORS			5,200.00	000061
9/27/23	00001	9/01/23	18	202309	310	51300	34000		MANAGEMENT FEES - SEP 23	*	3,125.00		
		9/01/23	18	202309	310	51300	35200		WEBSITE ADMIN - SEP 23	*	100.00		
		9/01/23	18	202309	310	51300	35100		INFORMATION TECH - SEP 23	*	150.00		
		9/01/23	18	202309	310	51300	42000		POSTAGE	*	6.81		
									GOVERNMENTAL MANAGEMENT SERVICES			3,381.81	000062

YARB YARBOROUGH LNE AGUZMAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/27/23	00013	8/31/23 24707	202308 310-51300-32200	AUDIT FYE 9/30/22	*	2,800.00	
				GRAU & ASSOCIATES			2,800.00 000063
9/27/23	00011	8/18/23 7297	202307 310-51300-31500	GENERAL COUNSEL - JUL 23	*	597.50	
				KILINSKI / VAN WYK, PLLC			597.50 000064
10/04/23	00005	9/30/23 00059099	202309 310-51300-48000	NOT OF FY24 MEETING DATES	*	392.78	
				CA FLORIDA HOLDINGS, LLC			392.78 000065
10/17/23	00002	10/02/23 89505	202310 310-51300-54000	SPECIAL DISTRICT FEE FY24	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000066
10/17/23	00001	10/01/23 19	202310 310-51300-34000	MANAGEMENT FEES - OCT 23	*	3,125.00	
		10/01/23 19	202310 310-51300-35200	WEBSITE ADMIN - OCT 23	*	100.00	
		10/01/23 19	202310 310-51300-35100	INFORMATION TECH - OCT 23	*	150.00	
		10/01/23 19	202310 310-51300-51000	OFFICE SUPPLIES	*	.03	
		10/01/23 19	202310 310-51300-42000	POSTAGE	*	.21	
				GOVERNMENTAL MANAGEMENT SERVICES			3,375.24 000067
11/22/23	00001	11/01/23 20	202311 310-51300-34000	MANAGEMENT FEES - NOV 23	*	3,125.00	
		11/01/23 20	202311 310-51300-35200	WEBSITE ADMIN - NOV 23	*	100.00	
		11/01/23 20	202311 310-51300-35100	INFORMATION TECH - NOV 23	*	150.00	
		11/01/23 20	202311 310-51300-51000	OFFICE SUPPLIES	*	.18	
		11/01/23 20	202311 310-51300-42000	POSTAGE	*	3.80	
				GOVERNMENTAL MANAGEMENT SERVICES			3,378.98 000068
12/13/23	00001	12/01/23 21	202312 310-51300-34000	MANAGEMENT FEES - DEC 23	*	3,125.00	
		12/01/23 21	202312 310-51300-35200	WEBSITE ADMIN - DEC 23	*	100.00	
		12/01/23 21	202312 310-51300-35100	INFORMATION TECH - DEC 23	*	150.00	
				GOVERNMENTAL MANAGEMENT SERVICES			3,375.00 000069

YARB YARBOROUGH LNE AGUZMAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/13/23	00011	12/09/23 8287	202311 310-51300-31500	GENERAL COUNSEL - NOV23	*	189.50	
				KILINSKI / VAN WYK, PLLC			189.50 000070
1/18/24	00001	1/01/24 22	202401 310-51300-34000	MANAGEMENT FEES - JAN 24	*	3,125.00	
		1/01/24 22	202401 310-51300-35200	WEBSITE ADMIN - JAN 24	*	100.00	
		1/01/24 22	202401 310-51300-35100	INFORMATION TECH - JAN 24	*	150.00	
				GOVERNMENTAL MANAGEMENT SERVICES			3,375.00 000071
1/23/24	00011	1/17/24 8514	202312 310-51300-31500	GENERAL COUNSEL - DEC23	*	380.50	
				KILINSKI / VAN WYK, PLLC			380.50 000072
2/20/24	00001	2/01/24 23	202402 310-51300-34000	MANAGEMENT FEES - FEB 24	*	3,125.00	
		2/01/24 23	202402 310-51300-35200	WEBSITE ADMIN - FEB 24	*	100.00	
		2/01/24 23	202402 310-51300-35100	INFORMATION TECH - FEB 24	*	150.00	
		2/01/24 23	202402 310-51300-51000	OFFICE SUPPLIES	*	.24	
		2/01/24 23	202402 310-51300-42000	POSTAGE	*	5.11	
				GOVERNMENTAL MANAGEMENT SERVICES			3,380.35 000073
2/20/24	00011	2/12/24 8767	202401 310-51300-31500	GENERAL COUNSEL - JAN24	*	286.50	
				KILINSKI / VAN WYK, PLLC			286.50 000074
3/12/24	00001	3/01/24 24	202403 310-51300-34000	MANAGEMENT FEES - MAR 24	*	3,125.00	
		3/01/24 24	202403 310-51300-35200	WEBSITE ADMIN - MAR 24	*	100.00	
		3/01/24 24	202403 310-51300-35100	INFORMATION TECH - MAR 24	*	150.00	
				GOVERNMENTAL MANAGEMENT SERVICES			3,375.00 000075
TOTAL FOR BANK A						59,307.03	
TOTAL FOR REGISTER						59,307.03	

YARB YARBOROUGH LNE AGUZMAN

SECTION 2

Yarborough Lane
Community Development District

Unaudited Financial Reporting
February 29, 2024



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3	<hr/>	<u>Month to Month</u>

Yarborough Lane
Community Development District
Combined Balance Sheet
February 29, 2024

		<i>General Fund</i>
Assets:		
<u>Cash:</u>		
Operating Account	\$	14,673
Prepaid Expenses	\$	200
Total Assets	\$	14,873
Liabilities:		
Accounts Payable	\$	-
Total Liabilites	\$	-
Fund Balance:		
Unassigned	\$	14,873
Total Fund Balances	\$	14,873
Total Liabilities & Fund Balance	\$	14,873

Yarborough Lane

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Developer Contributions	\$ 182,041	\$ -	\$ -	\$ -
Total Revenues	\$ 182,041	\$ -	\$ -	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Engineering	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Attorney	\$ 25,000	\$ 10,417	\$ 857	\$ 9,560
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 15,625	\$ 15,625	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Postage & Delivery	\$ 1,000	\$ 417	\$ 9	\$ 408
Insurance	\$ 5,750	\$ 5,750	\$ 5,200	\$ 550
Printing & Binding	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Other Current Charges	\$ 2,500	\$ 1,042	\$ 235	\$ 807
Office Supplies	\$ 625	\$ 260	\$ 0	\$ 260
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 132,041	\$ 50,769	\$ 23,351	\$ 27,418
<u>Operations & Maintenance</u>				
Field Contingency	\$ 50,000	\$ 20,833	\$ -	\$ 20,833
Total Operations & Maintenance	\$ 50,000	\$ 20,833	\$ -	\$ 20,833
Total Expenditures	\$ 182,041	\$ 71,602	\$ 23,351	\$ 48,251
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (23,351)	
Fund Balance - Beginning	\$ -		\$ 38,224	
Fund Balance - Ending	\$ -		\$ 14,873	

Yarborough Lane
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ -	\$ 190	\$ 381	\$ 287	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	857
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,625
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
Postage & Delivery	\$ 0	\$ 4	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,200
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Current Charges	\$ 46	\$ 46	\$ 46	\$ 46	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	235
Office Supplies	\$ 0	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 8,796	\$ 3,615	\$ 3,802	\$ 3,708	\$ 3,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,351
<i>Operations & Maintenance</i>													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 8,796	\$ 3,615	\$ 3,802	\$ 3,708	\$ 3,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,351
Excess (Deficiency) of Revenues over Expenditures	\$ (8,796)	\$ (3,615)	\$ (3,802)	\$ (3,708)	\$ (3,431)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(23,351)