# HAMMOCK OAKS

DISTRICT
April 10, 2023
BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

# AGENDA LETTER

### Hammock Oaks Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 3, 2023

#### **ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Hammock Oaks Community Development District

#### **Dear Board Members:**

The Board of Supervisors of the Hammock Oaks Community Development District will hold a Regular Meeting on April 10, 2023 at 10:30 a.m., at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Administration of Oath of Office to Appointed Supervisor, Troy Simpson [SEAT 5] (the following to be provided in a separate package)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B: Memorandum of Voting Conflict
- 4. Consideration of Resolution 2023-05, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
- 5. Consideration of Kutak Rock LLP Retention and Fee Agreement
- 6. Consideration of Cost Share Agreement (With Multi-Family Owner)
- 7. Consideration of Responses to Request for Proposals Street Lights
  - A. Affidavit/Proof of Publication
  - B. Respondents

Board of Supervisors Hammock Oaks Community Development District April 10, 2023, Regular Meeting Agenda Page 2

- I. Recovered Energy Technologies USA Inc.
- II. SELS USA LLC
- C. Ranking/Award of Contract
- 8. Consideration of Resolution 2023-01, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
- 9. Acceptance of Unaudited Financial Statements as of February 28, 2023
- 10. Approval of February 13, 2023 Regular Meeting Minutes
- 11. Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): CHW Professional Consultants

C. District Manager: Wrathell, Hunt and Associates, LLC

NEXT MEETING DATE: May 8, 2023 at 10:30 AM

QUORUM CHECK

SEAT 1	CANDICE SMITH	In Person	PHONE	☐ No
SEAT 2	JOHN CURTIS	In Person	PHONE	No
SEAT 3	GREG MEATH	In Person	PHONE	☐ No
SEAT 4	JARED LYBBERT	In Person	PHONE	☐ No
SEAT 5	TROY SIMPSON	☐ In Person	PHONE	□No

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,

Craig Wrathell District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 413 553 5047

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

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#### **RESOLUTION 2023-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Hammock Oaks Community Development District ("District") prior to June 15, 2023, a proposed operating budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); 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 HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT:

- 1. APPROVING PROPOSED BUDGETS. The operating budget proposed by the District Manager for Fiscal Year 2023/2024 is attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.
- **2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE:	
HOUR:	
LOCATION:	Fruitland Park Library
	604 W. Berckman Street
	Fruitland Park, Florida 34731

- **3.** TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (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 (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 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 10th day of April, 2023.

ATTEST:	HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors		

Exhibit A: Fiscal Year 2023/2024 Budget

#### Exhibit A

Fiscal Year 2023/2024 Budget

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2024

### HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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## HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2024

	Fiscal Year 2023				
	Adopted	Actual	Projected	Total Revenue	Proposed
	Budget	through	through	and	Budget
	FY 2023	2/28/2023	9/30/2023	Expenditures	FY 2024
REVENUES					
Landowner contribution	\$ 95,790	\$ 32,105	\$ 68,531	\$ 100,636	\$ 102,290
Total revenues	95,790	32,105	68,531	100,636	102,290
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	101	24,899	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	4,500	-	4,500	4,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	-	1,000	1,000	1,000
Trustee	5,000	-	5,000	5,000	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	-	1,500	1,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges Website	500	12	488	500	500
Hosting & maintenance	705	1,680	(975)	705	705
ADA compliance	210		210	210	210
Total professional & administrative	95,790	27,259	68,531	95,790	102,290
Field operations					
Landscape maintenance	-	-	-	-	-
Irrigation repairs	-	-	-	-	-
Irrigation water	-	-	-	-	-
Aquatic maintenance	-	-	-	-	-
Street lights	-	-	-	-	-
Total field operations	-	-			-
Total expenditures	95,790	27,259	68,531	95,790	102,290
Net increase/(decrease) of fund balance	_	4,846	-	4,846	-
Fund balance - beginning (unaudited)	-	(4,846)	-	(4,846)	-
Fund balance - ending (projected)	\$ -	\$ -	\$ -	\$ -	\$ -

### HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

#### **EXPENDITURES**

Professional & administrative	
Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	\$ 40,000
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	0.000
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	1,000
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.  Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding  Letterhead, envelopes, copies, agenda packages, etc.	500
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee Annual fee paid to the Florida Department of Economic Opportunity.	175
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges  Bank charges and other miscellaneous expenses incurred during the year.	500
Website	
Hosting & maintenance ADA compliance	705 210

### HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

#### **EXPENDITURES** (continued)

FIEIU ODEI AUOUS	Field	operations
------------------	-------	------------

Landscape maintenance
Irrigation repairs
Irrigation water
Aquatic maintenance
Street lights
Total expenditures

- Street lights
- \$102,290

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

#### RETENTION AND FEE AGREEMENT

#### I. PARTIES

THIS RETENTION AND FEE AGREEMENT ("Agreement") is made and entered into by and between the following parties:

A. Hammock Oaks Community Development District ("Client")
 c/o Wrathell, Hunt & Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

and

B. Kutak Rock LLP ("**Kutak Rock**") 107 West College Avenue Tallahassee, Florida 32301

#### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client's Board of Supervisors.

#### III. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

#### IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$295
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

#### V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

#### VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

#### VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

#### VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

#### IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

#### X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

#### XI. **ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT	KUTAK 1	ROCK LLP
By:	By:	Jung
Its:	Jei	e L. Earlywine
Date:	Date:	March 6, 2023

#### ATTACHMENT A

#### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

<u>Photocopying and Printing</u>. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

<u>Local Messenger Service</u>. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

<u>Computerized Legal Research</u>. Charges for computerized legal research are billed at an amount approximating actual cost.

<u>Travel</u>. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

<u>Consultants</u>. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by and (This space reserved for Clerk) upon recording should be returned to: KUTAK ROCK, LLP 407 W. College Ave. Tallahassee Florida 32301

Talialiassee, Florida 52501	
COST SHARE (WITH MULTI-FA	
THIS COST SHARE AGREEMENT ("Agreement day of, 2023, by and between:	t") is made and entered into to be effective this
Hammock Oaks Community Development government established pursuant to Chapte address is c/o Wrathell Hunt & Associates, Florida 33431 ("District"); and	er 190, Florida Statutes, and whose mailing
is("Landowne	
RECI	TALS
<b>WHEREAS,</b> the District was established pursu Act of 1980, Chapter 190, <i>Florida Statutes,</i> as amend laws of the State of Florida; and	ant to the Uniform Community Development District ed, and is validly existing under the Constitution and
WHEREAS, the District presently owns variou not limited to, a stormwater system and other impro	us systems, facilities and infrastructure including, but vements (together, "CDD Improvements"); and
WHEREAS, the Landowner owns what is knownite by and	own as "" (" <b>Property</b> "), as described in
WHEREAS, the Property benefits from the CI	OD Improvements; and
WHEREAS, in consideration of the District m Landowner desire to enter into this Agreement wher District's operations, maintenance, repair and repla	

("Shared Property Expenses");

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**RECITALS.** The recitals so stated are true and correct and by this reference are 1. incorporated into and form a material part of this Agreement.

**2. COST SHARING.** In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs of the Shared Property Expenses for the upcoming District fiscal year, which begins October 1. The Landowner shall be responsible for Shared Expenses in the following amounts, as set forth in the District's annual budget:

% of District Administrative Expenses	
% of District Stormwater & Conservation Area Expenses	
% of District Roadway Expenses	
% of District Landscaping/Hardscaping/Irrigation Expens	ses

A sample District annual budget, and computation of the Shared Expenses, is attached hereto as **Exhibit A**. The Landowner shall pay the Shared Expenses for a given District fiscal year upon 30 days of written notice from the District. The Landowner's cost sharing obligation hereunder shall begin in the first year in which a Certificate of Occupancy is issued for a commercial and/or residential structure on the Property.

- **3. DEFAULT.** A default by a party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.
- **4. ENFORCEMENT OF AGREEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **5. AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- **6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the parties hereto.
- **7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **8. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

- 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.
- **10. ASSIGNMENT; RUNS WITH THE LAND.** This Agreement shall run with title to the Property and for the benefit of the District, and shall be binding on existing and future owners of the Property.
- **11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- **12. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accord with Florida law.
- **13. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.
- **14. SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.
- **15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **16. COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

#### [SIGNATURE PAGE FOR COST SHARE AGREEMENT]

#### WITNESS

### HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

Ву:	Ву:
Name:	Name:
	Title:
By:	
Name:	
STATE OF	
COUNTY OF	
	acknowledged before me by means of $\square$ physical presence or $\square$
	, 2023, by, as
	LOPMENT DISTRICT, who appeared before me this day in person
and who is either personally known to n	me, or produced as identification.
	NOTARY PUBLIC, STATE OF
	100 17 till 1 00 Ele, 317 til 01
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or
	Typed as Commissioned)

#### [SIGNATURE PAGE FOR COST SHARE AGREEMENT]

WITNESS	<del></del>
Ву:	By:
Name:	
	Title:
Ву:	
Name:	
STATE OF	
COUNTY OF	
online notarization, this day of	acknowledged before me by means of $\Box$ physical presence or $\Box$ , 2023, by, as,
of	, who appeared before me this day in person, and
who is either personally known to me, o	r produced as identification.
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or
	Typed as Commissioned)

**EXHIBIT A:** Sample Budget

#### **EXHIBIT A:**

### Sample Budget of Annual Allocation of CDD Costs Benefitting Apartment Owner [JE NOTE: USE BUILD OUT BUDGET]

Stormwater Control:	
Lake/Pond Maintenance	\$50,000
Lake Maintenance Midge Control	\$20,000
Preserve/Wetland Monitoring and Maintenance	e \$61,400
Annual Total:	\$131,400
Allocation to Apartments	2.9%
Sub Total Allocated to Apartments	\$3,811
Landscaping:	
Landscape Maintenance	\$248,068
Landscape Replacements	\$15,000

\$263,068

**2%** 

\$5,261

#### Total \$ Allocated to Apartments \$9,072 annually

**Annual Total:** 

**Allocation to Apartments** 

**Sub Total Allocated to Apartments** 

<sup>\*\*</sup>Budgeted figured subject to final approval for FY 21-22.

<sup>\*\*</sup>This is a sample budget only and is subject to change on annual basis due to vendor contract/rates, and/or other services for the landscaping and stormwater facilities.

**EXHIBIT B: Legal Description of Property** 



# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

### The Villages DAILY SUN

Published Daily Lady Lake, Florida State of Florida County Of Lake

Before the undersigned authority personally appeared ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad #1115571 in the matter of NOTICE OF REQUEST was published in said newspaper in the issue(s) of March 9th 2023

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature Of Affiant)

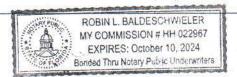
Sworn to and subscribed before me this 2023.

Robin Baldeschwieler, Notary

Personally Known

Production Identification

Type of Identification Produced



#### HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS - STREET LIGHTS Lake County, Florida

The Hammock Oaks Community Development District ("District") hereby requests proposals ("RFP") from firms to provide 389 solar street lighting packages (poles/fixtures/solar panels/embedded controls/photometrics) ("Street Lights") for streets within the Hammock Oaks community. The District is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the Hammock Oaks community, which is located in the Town of Lady Lake, Lake County, Florida.

The District intends to acquire Street Lights with the following characteristics (or the functional equivalent): Light Temperature (Color) of 4,000 Kelvins; 30+ Foot Candles of light with a 3:1 uniformity ratio to meet USPA requirements for recreational sports courts/security areas; 395-watt, bifacial modules; modular flexibility with batteries ranging from 40 Ah to 120 Ah, with 10 year+ warranty; Smart City technology capabilities; motion sensor; bell head light head with goose neck arm; and a composite or aluminum direct burial pole. As part of any proposal, an interested firm should submit pricing information, delivery and installation schedule, lighting specifications, and information about the firm's production and delivery capabilities, as well as the proposer's background and experience with producing and installing street lights of the type and quality being requested. Each proposer should also supply any applicable financial information about the proposer, insurance and warranty information, as well as references from other

similar projects. The District is requesting proposals from suppliers who are able to manufacture and deliver the Street Lights, which will be installed in phases. Proposers will be required to hold pricing through the course of the installation. To be eligible to submit a proposal, an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in Lake County and the State of

Florida.

Each proposer must submit a proposal via email and in PDF format to the District Manager. Wrathell, Hunt & Associates LLC, Attn: Craig Wrathell, gillyardd@whhassociates.com, with the "regarding" line labelled: "Streetlight Proposal – Hammock Oaks Community Development District." Proposals must be received by 12:00 p.m., on March 17, 2023. Please direct all questions regarding this Notice to the District Manager. Each proposal shall remain binding for a minimum of sixty (60) days after the proposal opening. Proposals will be evaluated on the basis of schedule, experience, financial capacity, and price. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so. Any protest of the RFP process must be filed with the District prior to the proposal submittal deadline stated herein, together with a protest bond in a form acceptable to the District and in the amount of \$50,000. Any protest of the District's final decision regarding the award of a contract for this RFP must be filed with the District within the time frames set forth in the District's Rules of Procedure and award letter, together with a protest bond in a form acceptable to the District and in the amount of \$50,000. In the event the protest is successful the protest bond shall be refunded to the protestor. Ir the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely pos a protest bond, will result in a waiver of proceedings unde Chapter 190, Florida Statutes and other law. Additiona requirements for filing a protes can be found in the District Rules of Procedure, which are available upon request. Any and all questions relative t this RFP shall be directed i writing by e-mail only to Crai Wrathell, District Manager, a gillyardd@whhassociates.con and Jere Earlywine, District Counsel jere.earlywine@kutakrock.com No phone inquiries please.

Craig Wrathell District Manager

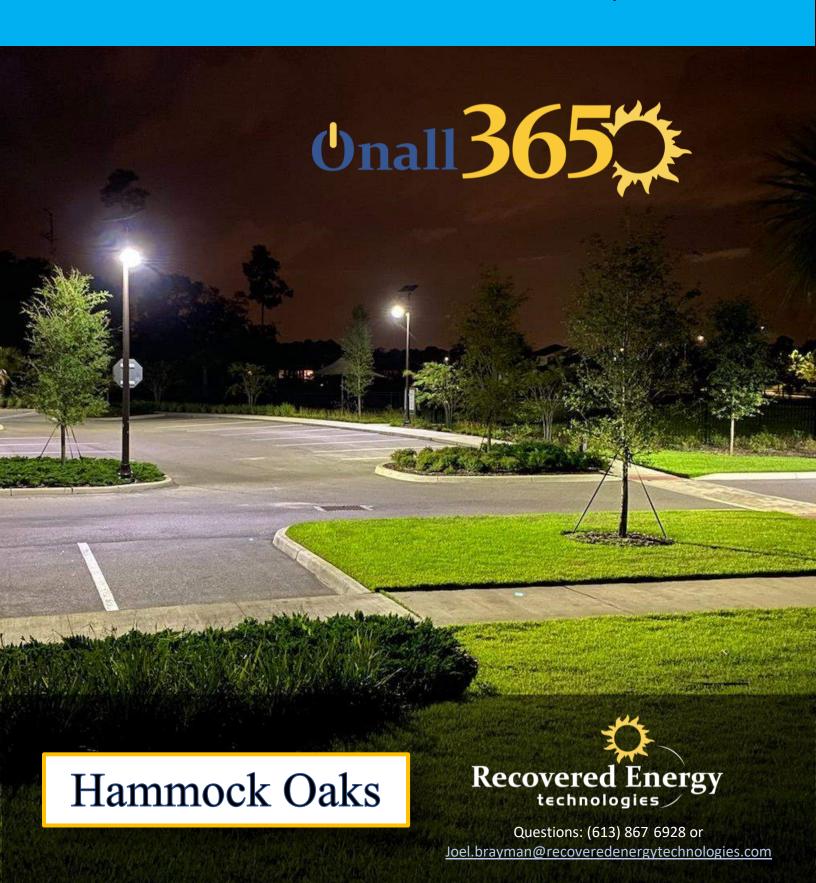
Hammock Oaks Communit Development District

#01115571 March 9 202

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

### **Off-Grid Lighting & Sensing**

**Technical & Financial Proposal** 





Hammock Oaks Community Development District Streetlight Proposal Wednesday March  $8^{\rm th}$ , 2023

#### **Table of Contents**

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4.	Financial Capacity	6
5.	Technical Compliance	7 - 11
6.	Financial Proposal	12

#### RESPONSE TO SPECIFIC HAMMOCK OAKS PROPOSAL REQUIREMENTS

#### 1. LOCAL, STATE AND FEDERAL LICENSES.

Recovered Energy Technologies USA Inc. Solar Light as a Service™ Inc. 5824 Bee Ridge Road Sarasota FL, 34233

Deeson's Outdoor Solutions LLC is our licensed electrician of record and licensed to perform all the work required by this RFP in Sumter County and the State of Florida.



#### 2. SCHEDULE

RET is a 'Just in Time' (JIT) manufacturer and can deliver streetlights within 12-16 weeks from the execution of any <u>Solar Light as a Service Master Agreement</u> or Purchase Order (PO). Each Master Agreement contains project "Work Orders" for specific projects and phases and RET can start deploying streetlights within 7 days of any written request (work order) by the district once we receive lights.

Additionally, we expect to always have more than 200 lights in inventory and available for immediate deployment by or before June 1<sup>st</sup>, 2023.

#### 3. EXPERIENCE

RET has extensive experience in all aspects of off-grid lighting. RET is the manufacturer of ONall365 Solar Streetlights, arguably the most capable off-grid lights in the world. RET's management team is highly experienced from the actual design, engineering, and manufacturing of off-grid lights; to formal project management training; design engineering and production of telecommunications (IoT) including smart city capabilities, and finally, the implementation of a first in class, comprehensive off-grid lighting funding program.

Part of RET's experience in the off-grid lighting market has been the development of a Solar Light as a Service™ program - a world first. The SLaaS funding program was developed in conjunction with leading institutional funding partners. To date, this program has been used by Kolter Land Partners, DR Horton, and Pulte Homes.

https://www.youtube.com/watch?v=IK4Sny4YhjE

A brief overview of key team members follows:

Joel D Brayman
Managing Partner
Joel.brayman@recoveredenergytechnologies.com
(613) 867-6928

Joel is a seasoned professional with over 35 years of progressively responsible leadership and management experience in both the public and private sectors. A retired Navy veteran, he has directly led and managed all aspects of business performance including business development, financials (cash flow, profit, revenue, orders), strategic planning, recruiting and selection of staff, and project and program management. Experience that spans fortune 500 companies to start ups, he has formal training as a recruiting and selection officer; communications specialist; project manager, including PMI and has worked in numerous executive positions. He has been leading technology & renewable energy projects for the past 10 years.

T Brad Carlson
Managing Partner
Brad.carlson@recoveredenergytechnologies.com
(307) 250-4665

Brad has 30 years of construction experience in the New York Metropolitan and New England area. Since 2007 he has embraced a platform of energy efficiency, scientific building techniques, renewable/alternative energy, battery storage and waste to energy technology. With systems designed and installed throughout the US and Caribbean he is well placed to offer the best all round

comprehensive solution for any project. Brad has managed and installed offgrid streetlights for the past 5 years.

Clay Perrault
Chief Technical Advisor
Clay.perrault@receoveredenergytechnologies.com
(917) 291-2927

An entrepreneurial business executive with 25+ years of global experience leading hardware and software development teams in a multitude of industries. His initiatives range from start-ups to public companies spanning multiple industries in electronics, wireless telecoms, factory automation, remote sensing IOT, rail, and aircraft sectors. His hands-on experience in cloud-based data analytics, wireless, electronics engineering and manufacturing bring a vast array of knowledge and experience to lead RET's technical engineering and design team.

Jade Perrault

Lead Engineering & Design

Jade.perrault@recoveredenergytechnologies.com

Jade is a senior red seal electrician with 30+ years' experience in industrial, commercial, and residential construction. He is an accomplished electronics technician who manages our programming and design effort's.

**RET Project Experience** 

#### **Kolter Land Partners:**

- Serenoa Villages Avalon Groves
- Serenoa Villages Sawgrass Boulevard
- Serenoa Lakes

#### DR Horton:

- Palms of Serenoa
- Edgemont Base

#### **Mattamy Homes:**

- West Villages Amenities Centre
- West Villages Dog Park
- Orlando Sales Center
- Disney Celebration

#### **Longboat Key Club**

Mexico Drive

#### 4. FINANCIAL CAPACITY

RET created its Solar Light as a Service ™ program with the financial backing of Hutton Capital Management out of NYC. The program is fully funded and any requirement to demonstrate financial capacity can be forwarded.

RET Insurance Certificate: RET is fully insured, and its general liability certificate is attached, in addition to the Insurance certificate of our lead installation company.

Installers Insurance Certificate:

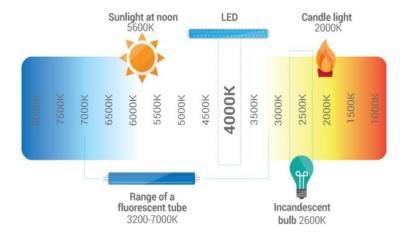
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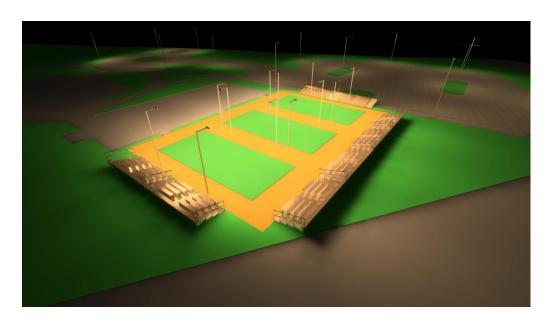
#### 5. TECHNICAL COMPLIANCE

RET lights meet all the technical compliance requirements listed in the RFP document.

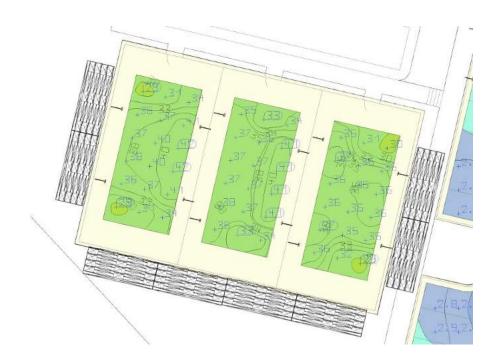
1. <u>4000 Kelvin Light color temperature</u>: RET will use 4000 Kelvin Philips Fotimo LED modules in the fixtures for Hammock Oaks. It is worth noting that RET can offer light color temperature ranging from 3000 kelvin through 6500 kelvin.



2. <u>USPA recreational requirements of and average of 30 Fc on the ground and uniformity of 3:1.</u>



RET security & sports court lighting exceeds the USPA requirements for recreational sports court lighting. We achieve an unprecedented average of 34 Fc of light and uniformity of 2:1 using off-grid lighting packages.



RET Photometric Results using 135-watt fixtures and 120 Ah batteries.

PROJECT:	Pickleball Courts	Recommended	Comply
Average Fc	34.6	30.0	Exceed
Uniformity	2:1	3:1	Exceed

3. <u>395 Watt – bifacial solar module</u>. RET maximizes solar energy harvest by using a frameless 395-watt clear back sheet (or greater) solar module with all it lights. RET will use an <u>upgraded</u> 430 watt bi-facial panel for Hammock Oaks. Using bifacial panels ensures that energy is harvested even on days with inclement weather.



4. <u>Battery Size</u>: RET uses a modular design with its lights and can deploy Power Packs with batteries that range from 40 Ah through 120 Ah. By leveraging larger capacity batteries, RET can provide lighting 365 days a year at 100% of the desired intensity – with no requirement to dim the lights each night.



5. <u>Warranty</u>: RET provides a full 10-year warranty on its lights, including a <u>non-pro-rated</u> 10 year warranty on the battery.



6. <u>SMART CITY CAPABILITIES</u>: RET lights are capable of any number of smart city functions, including monitoring of a wide range of sensors, including traffic, noise, and air quality.

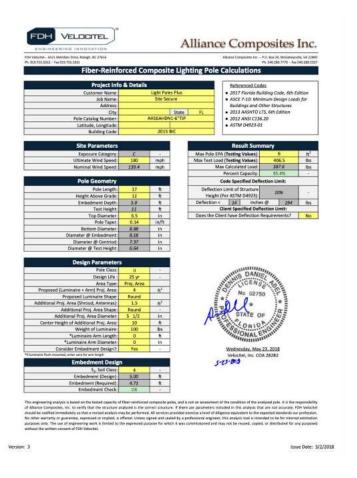
RET lights use advanced cloud-based learning software to optimize lighting profiles based on dozens of parameters; including time of day, season, forecast temperature and weather, levels of air contamination, special events, historical and current motion sensing and more. The systems use local weather forecasts to analyze trends and adjust lighting parameters to ensure optimum light, power conservation and guarantee lighting 365 night a year under any weather conditions.

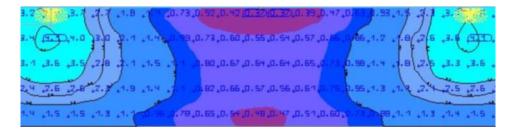
7. MOTION SENSORS: RET lights come with built-in motion sensors.

8. <u>BELL HEADS & GOOSE NECK ARMS</u>: RET lights come in variety of styles and colors including bell heads with goose neck arms, meeting the requirement.



9. STREETLIGHT POLES: RET lights come with integrated, made in America, composite direct burial poles, with options for aluminum, or cement poles for specific applications. Our lighting packages are rated and stamped to CAT 5 wind speeds.





#### 10. PHOTOMETRICS & LIGHTING STUDIES:

RET completes Photometric and lighting studies in house and will provide Hammock Oaks with a complete Photometric study including pole placement, in both pdf and .dwg formats.

RET follows the Illuminating Engineering Society (IES) standards and makes recommendations for lighting placement based on meeting these standards, local ordinances, or client requirements.

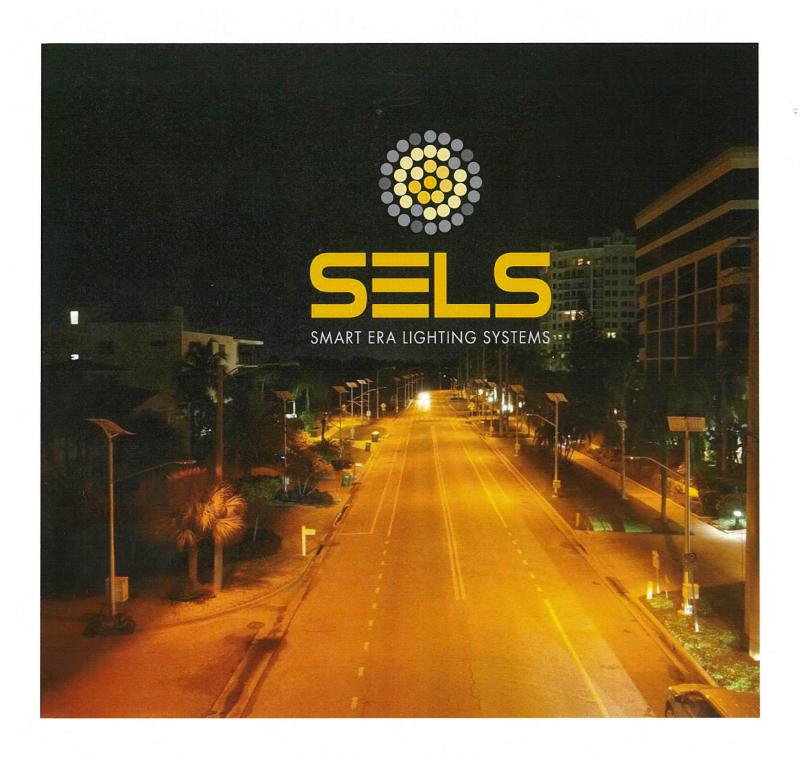
#### 11. FINANCIAL PROPOSAL

Solar Light as a Service is a comprehensive lighting program that includes all upgrades, maintenance, and repairs, in addition to mid-life cycle replacement of all batteries and LED's where necessary. This turn-key package that includes all installation costs.

The lights proposed for Hammock Oaks are \$50.00 per month per pole plus highly recommended \$2.50 per month per pole for real-time online monitoring displayed on a custom Hammock Oaks dashboard that will be accessible to the community.

The online dashboard includes public access to the health of the streetlights along with local weather information, air quality data and any other sensor data added to the network.

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT



ATTN: Craig Wrathell
Response to
Streetlight Proposal
Hammock Oaks Community Development District

March 22, 2023

### **PROPOSAL INDEX**



- 1. Letter of Understanding
- 2. Proposal Executive Summary
- 3. SELS Background
- 3. SELS STL PRO Cut Sheet
- 4. LED Luminaire Cut Sheet
- 5. STL Pro Drawing
- 6. Pole Drawing & Calculations
- 7. Hammock Oaks Photometrics Design
- 8. Delivery and Installation Information
- 9. ALR Calculation
- 10. Explanation of the ALR
- 11. Pricing
- 12. SELS Solar Smart City Platform
- 13. References and Experience
- 14. Some of our Clients
- 15. Warranty Information
- 16. Insurance
- 17. Financial Information
- 18. SunBiz Certification
- 19. Contact Us

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN





#### **INTRODUCTION LETTER**

### HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN



### Smart Era Lighting Systems Illuminating Your World with the Power of the Sun

Wrathell, Hunt and Associates, LLC
Craig Wrathell
District Manager
Hammock Oaks Community Development District
2300 Glades Rd Suite 410W
Boca Raton, FL 33431

March 22, 2023

SELS USA LLC 4747 Kester Mill Rd Winston-Salem, NC 27103 704-495-3535

**SELS (Smart Era Lighting Systems)** is pleased for the opportunity to present Wrathell, Hunt Associattes LLC with solar lighting for the Hammock Oaks Community Development.

SELS has been a leader in the solar lighting industry since 2013, with successful projects worldwide. As a leader in solar innovation, we are excited to present the enclosed proposal.

SELS is a designer and manufacturer of high-quality off-grid solar outdoor amenity products. We focus on performance, reliability, and aesthetics when designing our systems. We focus exclusively on providing products for government, commercial, and institutional customers, as reflected by the overall quality of our products.

It is essential to mention that solar products need to be engineered based on location and project specifics. However, after evaluating your needs, we feel confident we can offer you the best solar lighting solution for this project.

SELS fully understands the requirements and acknowledges the specific needs. Enclosed is our proposal, including necessary systems specifications, with a technical explanation of the items.

Based in NC, SELS employs American engineers and design professionals to support our domestic supply chain. In addition, we possess strong relationships with local manufacturers, making SELS an innovator in the solar lighting industry.

The enclosed proposal and pricing shall remain valid for 75 days, and our engineering team will be available to help with any questions or information you may need.

Sincerely,

Andrew Randall

#### **Andrew Randall**

Sales Director at SELS SOLAR - Smart Era Lighting Systems 4747 Kester Mill Rd Winston-Salem Nc 27103

Mobile: <u>+17044951978</u> Work: <u>Arandali@selssolar.com</u>







#### EXECUTIVE SUMMARY HAMMOCK OAKS SOLAR LIGHTING PROPOSAL

Smart Era Lighting Systems (SELS) is proposing to offer a comprehensive package of solar light assembly units, installation services, and support for the Hammock Oaks Solar Lighting Installation project. The project entails installing 288 solar powered streetlights to cover the length of the roadway of the Hammocks Oaks Community Development District.

SELS is committed to providing Hammocks Oaks lighting solutions that comply to the FDOT standards for roadway illumination ensuring that we meet these requirements. We have placed utmost priority on basing our proposal on the FDOT Design Manual, Topic:# 625-000-002, Lighting Levels of other Roadways, which comprehensively outlines the minimum illumination levels for various roadway classifications.

Drawing from our extensive experience and technical expertise, we are highly confident in our ability to meet all of the project's specifications in compliance with FDOT regulations and project specifications.

SELS has been designing, manufacturing, and installing off-grid lighting systems since 2013, and we have completed hundreds of installations in 14 countries worldwide. Our extensive experience and expertise guide every project, prioritizing performance and reliability in all design considerations.

For the Hammock Oaks Solar Lighting Installation project, SELS will provide its STL-Series streetlight, which is a durable and reliable product featuring a sleek design that can be adjusted to produce any light output up to 15,000 lumens and a range of lighting distributions based on the site's needs.

SELS' off-grid solar systems are renowned for their reliability and extended service life. We utilize NREL National Solar Database Physical Solar Model data in every design and employ top-tier components to guarantee performance.

SELS is well-equipped to provide the necessary resources and dedicated attention required for a successful installation of the solar lighting system for the Hammock Oaks community. Our forward-thinking concepts and dependable designs make us the ideal partner for Hammock Oaks.

SELS is committed to providing excellent customer service, and we will work closely with the Hammock Oaks community to ensure that our solar lighting system meets and exceeds expectations and objectives.

Rafael Badilla BSCE

CEO - SELS Solar Office: (704) 495-3535 Mobil: (704) 3107850

Emai: rbadilla@selsled.com





#### **STL PRO CUT SHEET**

## HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN





## STL PRO SOLAR SYSTEM

SOLAR STREET LIGHT



STREET & AREA LIGHTING

## STL PRO SERIES



#### THE COMPACT SOLAR LIGHTING SOLUTION

SELS present the ultimate fully integrated solar street light system. With an extremely simple installation method compared to traditional lead-acid battery systems, the STL-PRO outperforms all competitors in one sleek, enclosed design.





#### ANTI BLACK UN OUT L

Optimal component calibration and intelligent management system



## UNEQUALED LIFETIME

Selection of the latest and highest component technology



#### EXTREME TEMPERATURE

Resistant -20 °C to +65 °C -5 °F to +150 °F



#### WARRANTY

We offer a 10 year warranty on all components













Lithium Iron Phosphate LIFePO4 Nickel-Metal Hydride Ni-MH

The eco-friendly and safe LiFePO<sub>4</sub> battery improves the system charge and discharge over 2500 times and has a life span of more than 10 years.



#### BATTERY MANAGEMENT SYSTEM

Electronic protection algorithm and battery management system for best use of the battery capacity.



#### MULTI PROTECTION



N OVER CURRENT 1



OVER VOLTAGE CHARGE

OVER DISCHARGE

VS LiFePO<sub>4</sub>

#### MPPT SMART CONTROLLER 97% CHARGING EFFICIENCY

MPPT (Maximum Power Point Tracking) maximizes solar power output regardless of weather variation.



#### **FEATURES**

- · Maximum power point tracking charging
- · Auto identify day/night
- · Infinite dimming options
- Smart operation mode
- Waterproof IP66

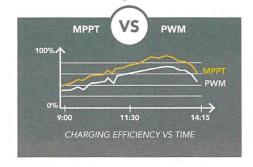






#### **REMOTE MONITORING**

- Bluetooth (BLE), LoRa, and IR communication methods
- Check system states
- Configure operating parameters
- View diagnostic



## EASY INSTALLATION INSERT ON POLE, ORIENT, & CHOOSE YOUR ANGLE

With our reinforced support bracket, the STL PRO is easy and flexible to install on a variety of poles. The panel is fully adjustable to ensure maximum solar efficiency in any installation location.





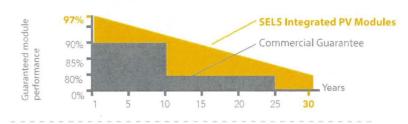
CREE XSP LED Streetlight

## SOLAR PANEL 135 to 385 Watts

Monocrystalline solar panels.
Solar panel efficiency up to 19.4%.
5 busbars for better collected current capacity.



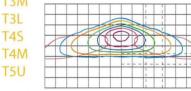
#### OUR PV PERFORMANCE GUARANTEE



#### LED EFFICIENCY FROM 4500 TO 16800 LUMENS

CREE luminaires deliver incredible efficiency without sacrificing application performance. Cree achieves greater optical control with NonOptic Precision Delivery Grid compared to traditional cobra head luminaires.

T1M MULTIPLE LIGHT
T2M DISTRIBUTIONS
T3M



## INFRARED MOTION SENSOR AVAILABLE

**360° coverage**, integrated into the luminaire housing. 25'+ detection radius.



DETECTION 8M RADIUS

#### **OPTIONAL OPERATION MODES**

PHOTOSENSOR MODE AUTOMATICALLY POWERS ON THE LIGHT AT DUSK AND OFF AT DAWN.

SELS gives you the option to select the perfect lighting profile for your project. Choose from a preprogrammed profile or give us your specs for a custom lighting solution. Fully customizable in the field with remote management.



#### STL PRO SERIES

#### TECHNICAL SPECIFICATIONS

MADE TO THE

#### **HIGHEST STANDARDS**

**SELS** uses the best components for the highest level of performance and durability







STL PRO

LED POWER

UP TO 120 WATTS

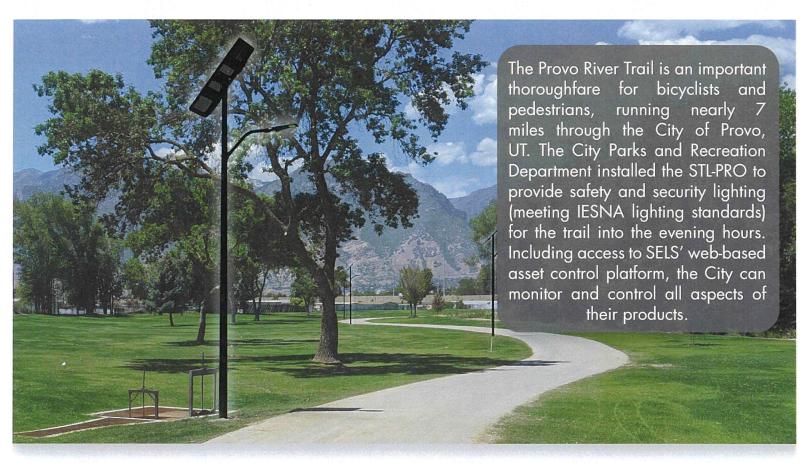
LUMINOUS FLUX	UP TO 16,800 LUMENS
LIGHTING	
	UP TO 140 LUMENS / WATT
	CREE XLAMP
	OVER 100000 HOURS L80
	ACCORDING TO PROJECT NEEDS
	14 - 30 FT
STORAGE	
	LITHIUM IRON PHOSPHATE - NICKEL METAL HYDRIDE
	UP TO 3200 W-h
	UP TO 5 DAYS FULL AUTONOMY
	<4 HOURS DIRECT SUN
	OVER 4000 CYCLES: 10+ YEARS LIFETIME
	EN 61427 MSDS
ENERGY	■ mile menti tim homestanich origin meteranggebiete sollen meterne von it tip voralle.
	UP TO 385 WATTS
	MONOCRYSTALLINE PANEL GRADE A: 25 YEARS
	IEC 61215 ; IEC 61730   AND    ; IEC 60904
ELECTRONIC	
	MPPT SMART CONTROLLER
	360 DEGREE IR MOTION SENSOR OPTIONAL
Cabling	WATERPROOF CONNECTIONS, PLUG AND PLAY
Certificates	EN 55015 ; EN 61000



SELS' STL-PRO solar lighting systems are designed for easy and quick installation. Featuring custom aluminum extrusions and a high-strength steel mounting system, our design provides a sleek, high-performance lighting solution for a variety of applications. Our system is expandable to accommodate even the most demanding power applications, with custom sized solar panels, and energy storage through long-life lithium battery technology. SELS' proven solar power management and integrated lighting controller offers -user and field- adjustable lighting output and dimming control depending on the project need.



## STL-PRO





Ajustable Angle

Mounting Hilt

#### Available Features with STL-Pro



#### Fully Programmable

Dimming and lighting schedule is customizable to customer needs. Monitor power usage on the web.



#### LED Lighting

Lighting Color Options: 2200K - 5000K Lumen Options: 150 Lumens per Watt



#### Security Surveillance

Utilize our patent pending camera design system to keep your property safe.

"Customer satisfaction is our utmost priority. We strive to be an ethically driven company so that we can provide electricity and lighting to those who need it the most." - Rafael Badilla. President of SELS



## **LED Specifications**

#### **Photometric Optical Summary**

Not all optics are available on all fixtures. Check ordering chart for availability













## EPA Data

Fixture	Fixture Only	Fixture with VA110-S1	2 Fixtures with VA110-D2	Fixture with VA107-S1	2 Fixtures with VA107-D2
ODN-1	1.2	2.2	4.1	3.5	5.6
ODN-2	2.6	3.6	6.6	4.9	8.3
ODN-3	3.5	4.5	8.6	5.8	9.8

#### **Dimensions**

#### Size 1

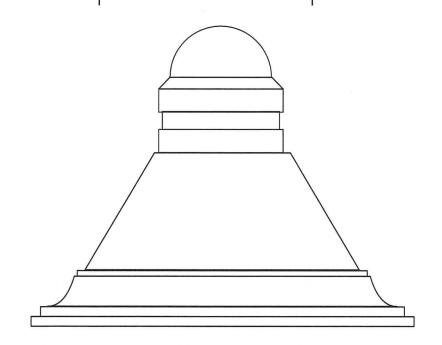
Width:	20"
Height:	19.5"
Weight:	40 LBS

#### Size 2

Width:	25"	
Width.		
Height:	22.5"	
Weight:	53 LBS	

#### Size 3

Width:	30"	
Height:	24"	
Weight:	74 LBS	



CAP 1 (C1)



CAP 3 (C3)

HOUSING 1 (H1)

HOUSING 2 (H2)

HOUSING 3 (H3)













CAP 4 (C4)

CAP 5 (C5)

CAP 6 (C6)

HOUSING 4 (H4)

HOUSING 5 (H5)

HOUSING 6 (H6)













### Features & Specifications

#### Housing

- · High-quality, one-piece spun aluminum shade and durable cast aluminum top cap; available in three housing sizes.
- · All external hardware is stainless steel.
- · · One-piece spun aluminum removable door assembly..

#### **Thermal Management**

 LED provides excellent overall thermal management by maximizing the efficiency of the heat sink in the fixture. This enables the Oden - LED to withstand higher ambient temperatures and higher drive currents without degrading LED life.

#### **Optical System**

- The highest lumen output LEDs are utilized. Estimated life of the LEDs is 100,000+ hours. Available with 6 IES distribution patterns. Available with up to 96 LED. The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution for neighborhood–friendly lighting.
- · CRI values are 70

#### Quali-Guard® Finish

- Fixture components are chemically pretreated through a multiple-stage washer and finished with an electrostatically-applied, thermoset polyester powder coat textured paint with a 3 to 5 mils thickness. Finish is oven-baked at 400 °F for maximum adherence and finish hardness.
- · Available in standard and custom colors.

#### Mounting

• LED mounts to a wide selection of decorative and custom Visionaire mounting arms. Visionaire decorative mounting arm required. See Visionaire Mounting Arms section of catalog.

#### **Electrical Assembly**

- $\cdot$  LED is supplied with a high-performance LED driver, located in its cap, that accepts 120 V thru 277 V, and 480 V, 50 Hz to 60 Hz input. Power factor is 90%. Rated for -40 of operation.
- · 10 kV surge protector supplied as standard.

#### **Options**

- · Button type photocell
- · Watt Stopper FSP-211
- · 0-10 V dimming driver
- · Wireless Controls
- · Illuminated Rings
- · Cutoff louver system

#### Listings

- · Oden is cUL listed, suitable for wet locations.
- · IP65 Rated
- · DLC Listed
- · IDA Certification
- · LM79
- · LM80
- · Powder Coated ToughTM











DesignLights Consortium (DLC) qualified Product. Some configurations of this product family may not be DesignLights Consortium (DLC) listed, please refer to the DLC qualified products list to confirm listed configurations. http://www.designlights.org/ 3000K must be selected for IDA certification.

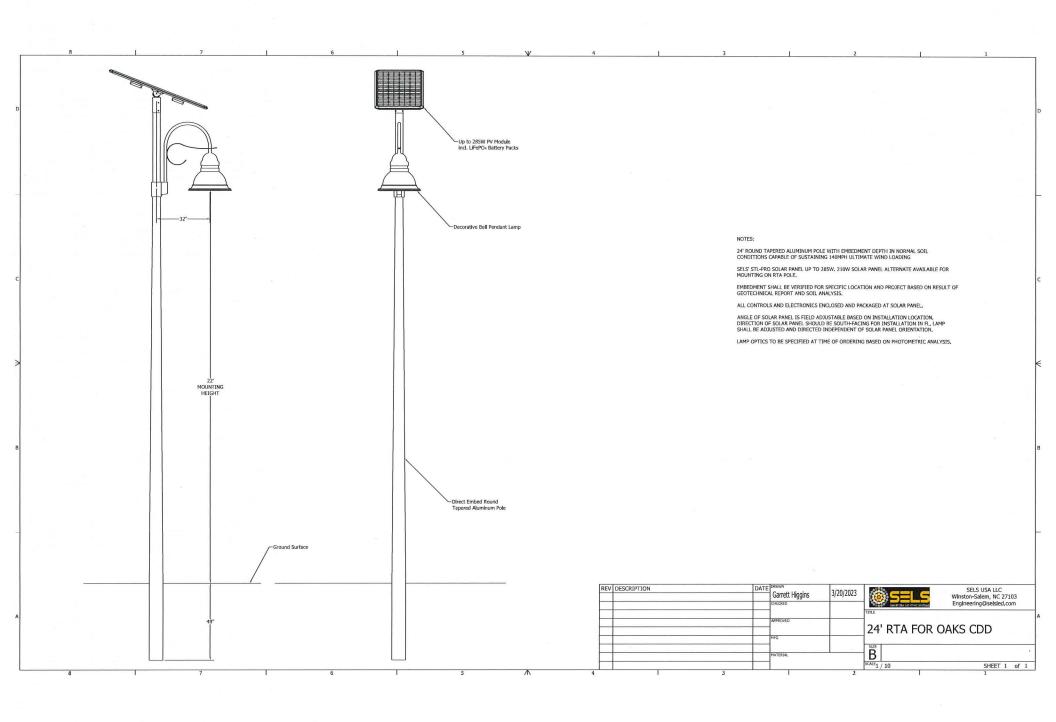




### **DIRECT EMBEDDED POLE & CALC**

## HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN





#### **Light Pole Embedment Analysis**

References:

FDOT Structures Design Guidelines 2023 FDOT Modifications to LRFDLTS-1 2023 AASHTO LRFD Bridge Specifications 8th Edition

Wind Load

V = 140 mph

Pz = (0.00256)(0.87)(0.85)(1.14)(140\*\*2)(Cd)

Pz = 42.3Cd

Pole:

Pole Ht = 24'

**Round Tapered** 

EPA above grade = 8.5 ft2

Cd = 0.45

Luminaire:

Mounting Ht = 22'

EPA = 2.6 ft2

Cd = 0.5

Pz pole = 19.0 psf

Pz lum = 21.2 psf

Shear from Wind

V pole = (19.0 psf)(8.5 ft2) = 162.0 lbs

V lum = (21.2 psf)(2.6 ft2) = 55.0 lbs

V = 217 lbs = 0.217 k

Moment from Wind

Mw = (24'/2/)(0.162 k) + (22')(0.055 k)

Mw = 3.2 k

Design Loads

Axial = 0.173 k

M = 3.2 ft-k

V = 0.217k.

Check Pole Embedment for Cohesionless Soil Direct Burial No Concrete Encasement  $L^{**}3 - (2V_FL/K_P \delta D) - (2M_F/K_P \delta D) = 0$ 

 $\delta = 57.6/\text{ft3} = 0.0576 \text{ k/ft3}$ 

 $\phi$  = 30 degrees

D = 0.667'

Kp = tan\*\*2(45 + 30/2)

Kp = 3

 $L^{**3} - [2(0.217 \text{ k})(L)/(3)(0.0576 \text{ k/ft3})(0.667')] - [2(3.2 \text{ ft-k})/(3)(0.0.576 \text{ k/ft3})(0.667')] = 0$ 

L = 4'-0"

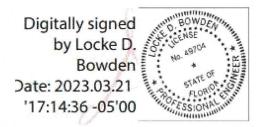
Encased in 1'-6" Diameter Concrete

 $L^{**3} - [2(0.217 \text{ k})(L)/(3)(0.0576 \text{ k/ft3})(1.5')] - [2(3.2 \text{ ft-k})/(3)(0.0.576 \text{ k/ft3})(1.5')] = 0$ 

L = 3'-2"

#### Summary

Embedment Depth Directly Into Soil = 4'-0"
Embedment Into 1'-6" Diameter Concrete Encasement = 3'-2"
See Attached Drawing 1 of 1



This item has been signed and sealed by Locke D. Bowden, P.E., on 03/21/2023 using SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA 256 RSA authentication code must be verified on any electronic copies. Locke D. Bowden, P.E.

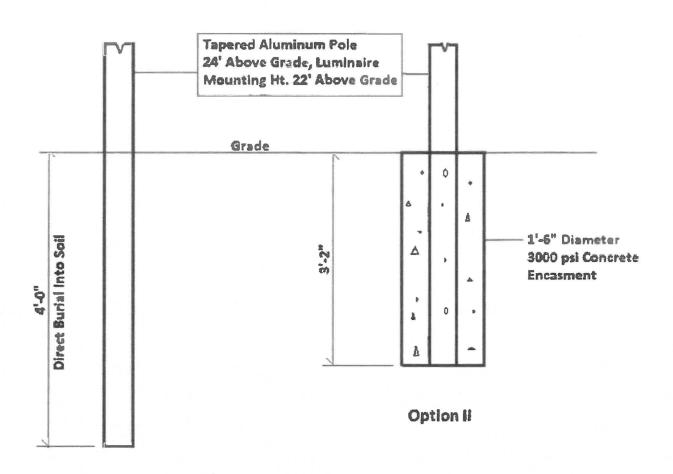
Florida Registration No. 49704





#### Drawing 1 of 1

#### Light Pole Embedment Analysis



Option I



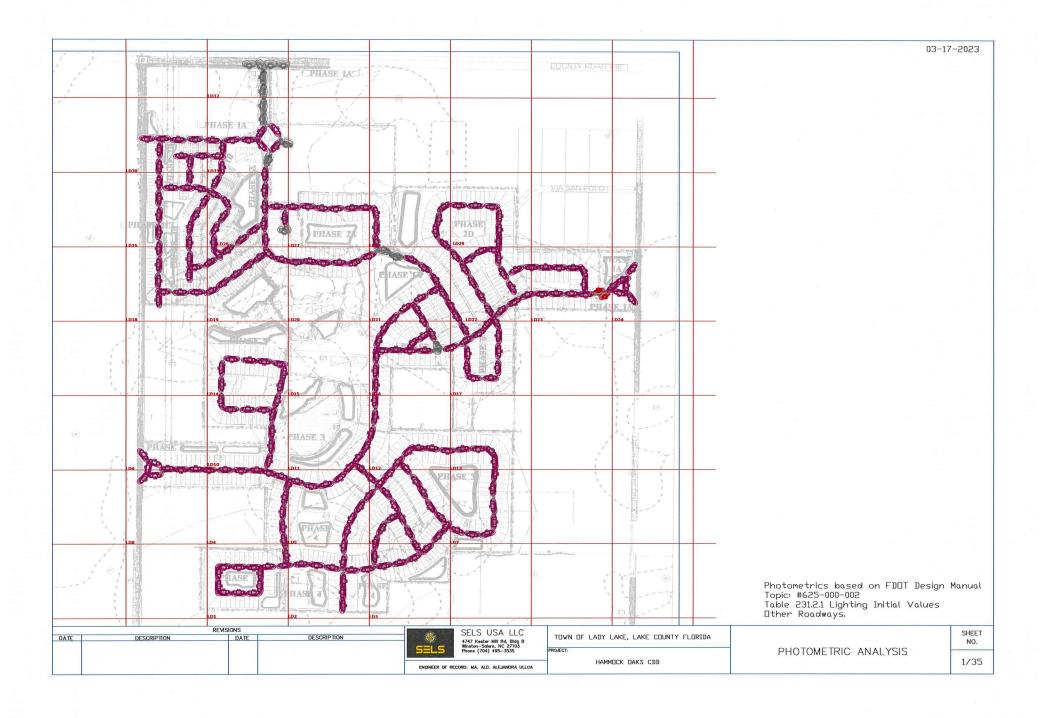


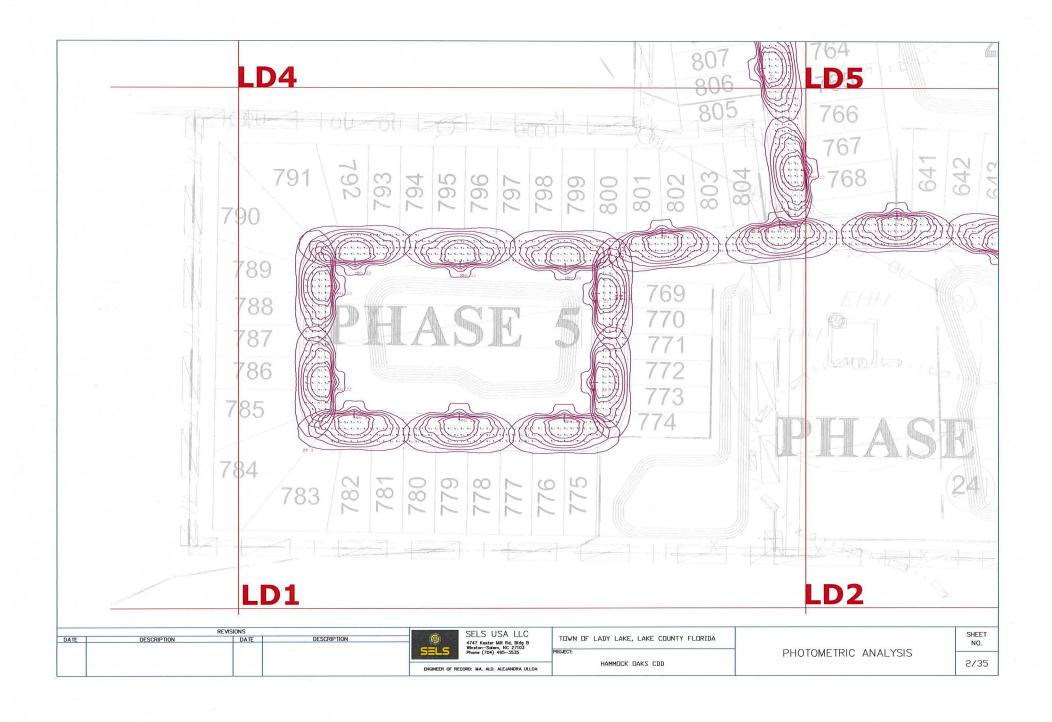
#### PHOTOMETRICS ANALYSIS

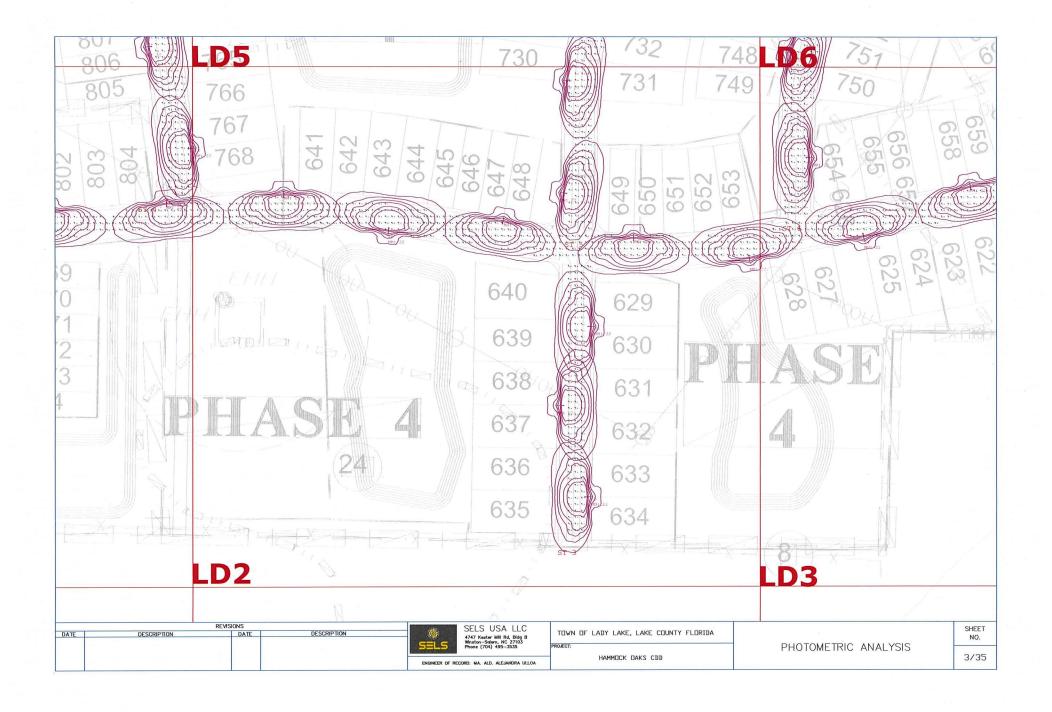
## HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

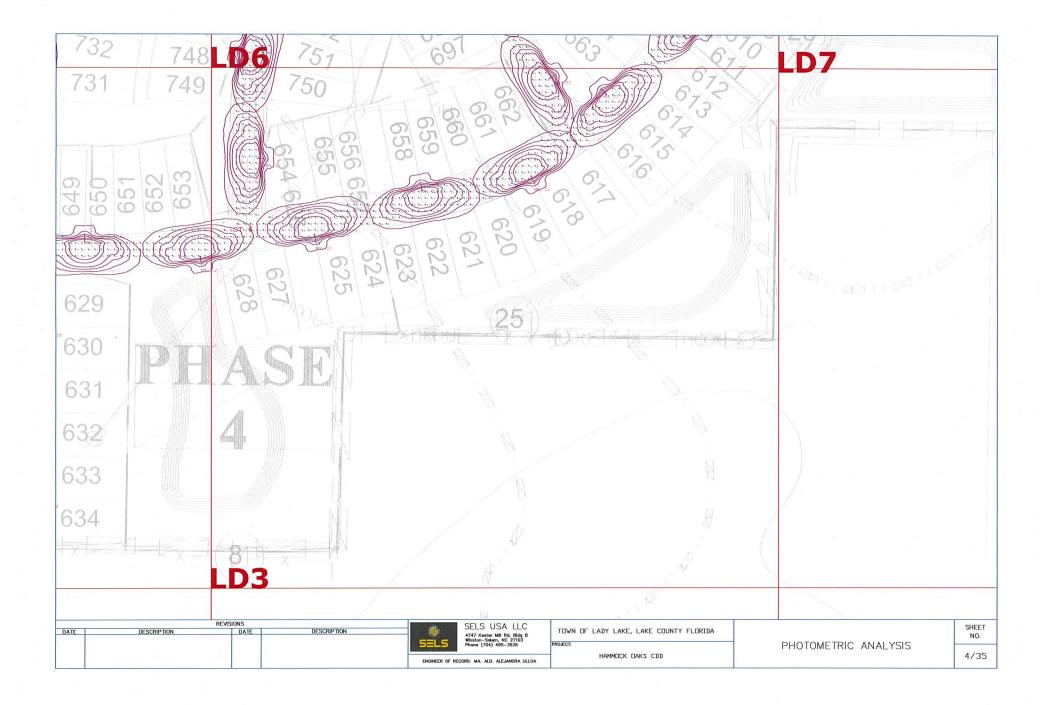
SELS has executed photometrics analysis in accordance with specified requirements that adhere to FDOT standards for roadways, specifically Topic# 625-000-002, Table 231.2.1 Lighting Values for other roadways. It should be noted that SELS has the technical capacity to modify the photometrics analysis based on any additional requirements from the community. Such adjustments may include alterations to lighting placement, lighting type, or brightness levels in specific areas. The intent of these modifications is to guarantee that the lighting system fulfills the community's demands and preferences while still fulfilling the necessary criteria for safety and efficiency.

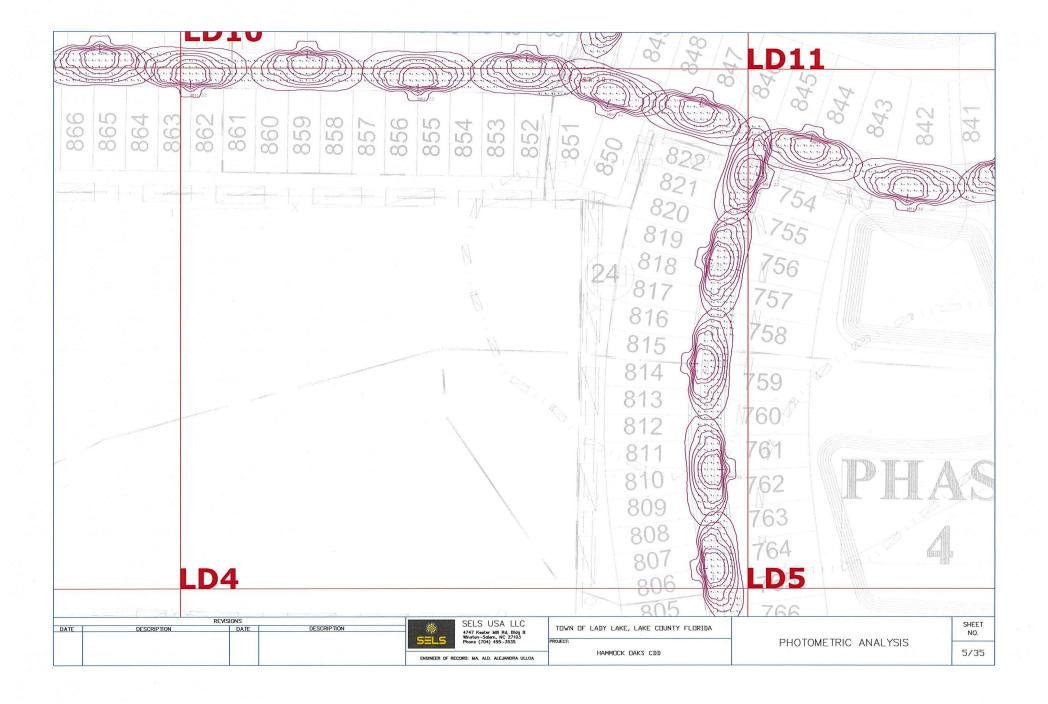
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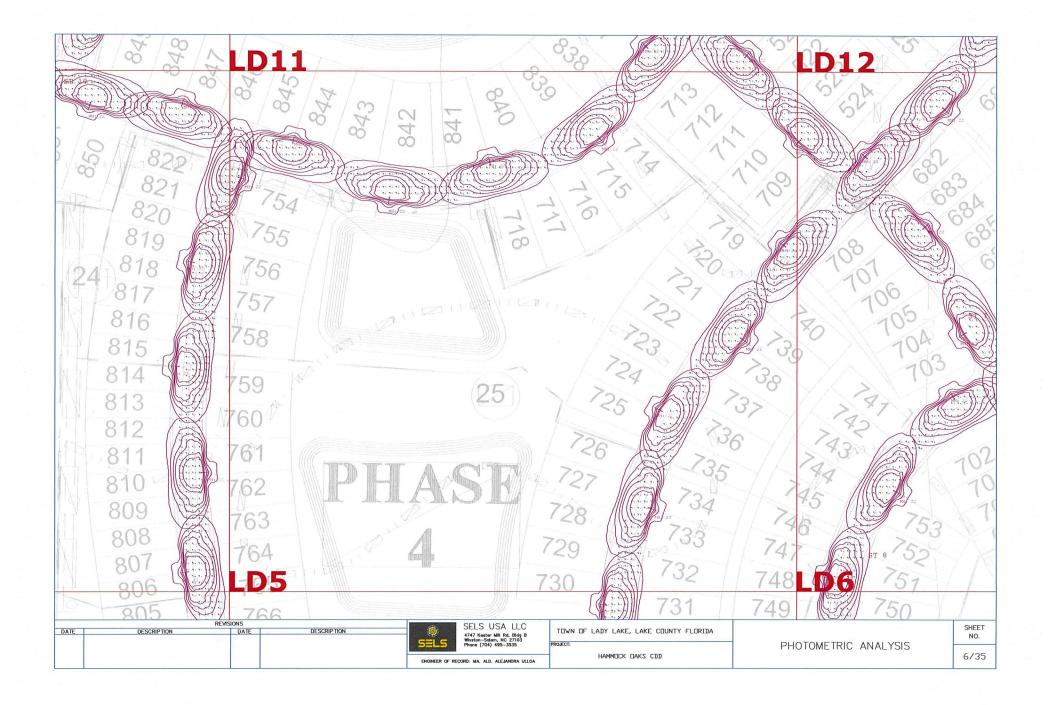


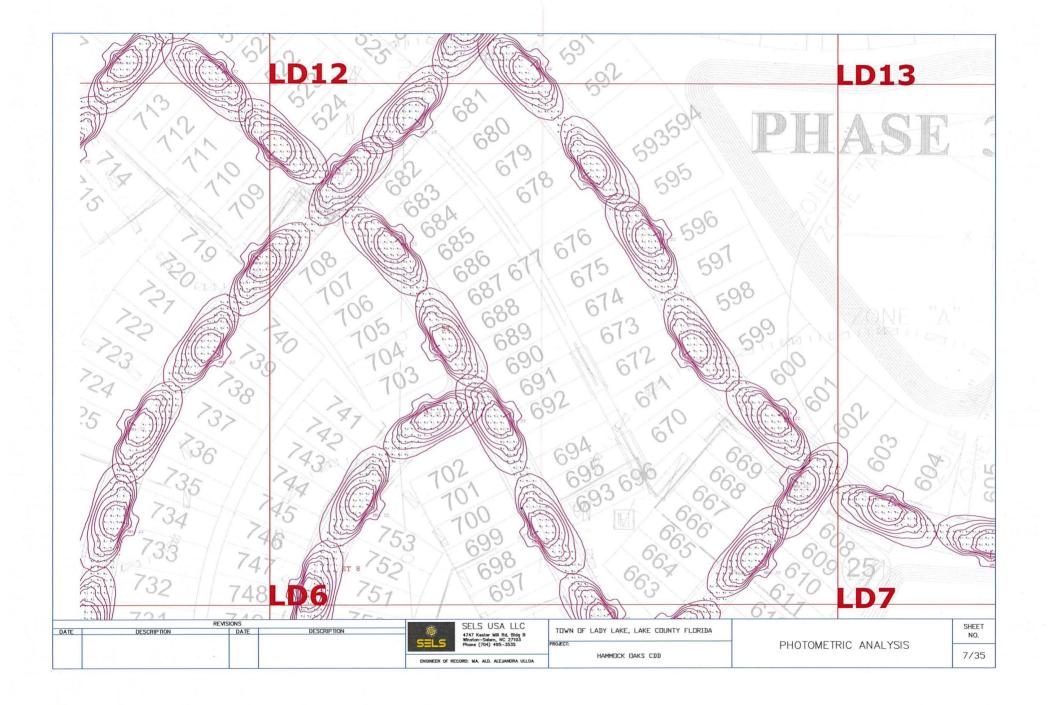


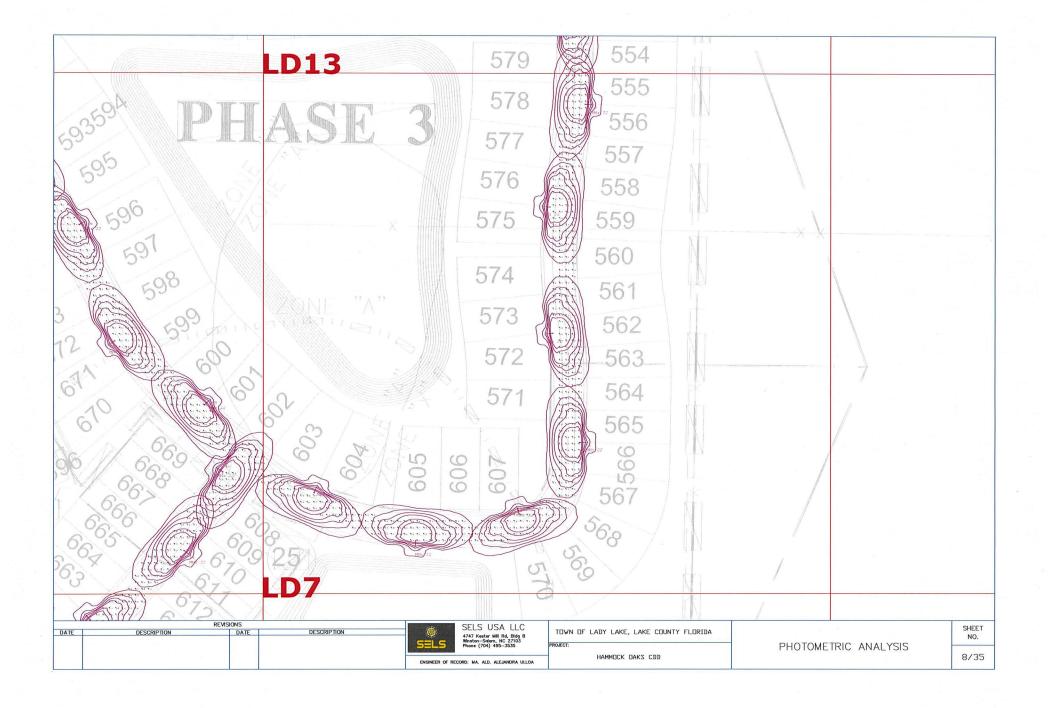


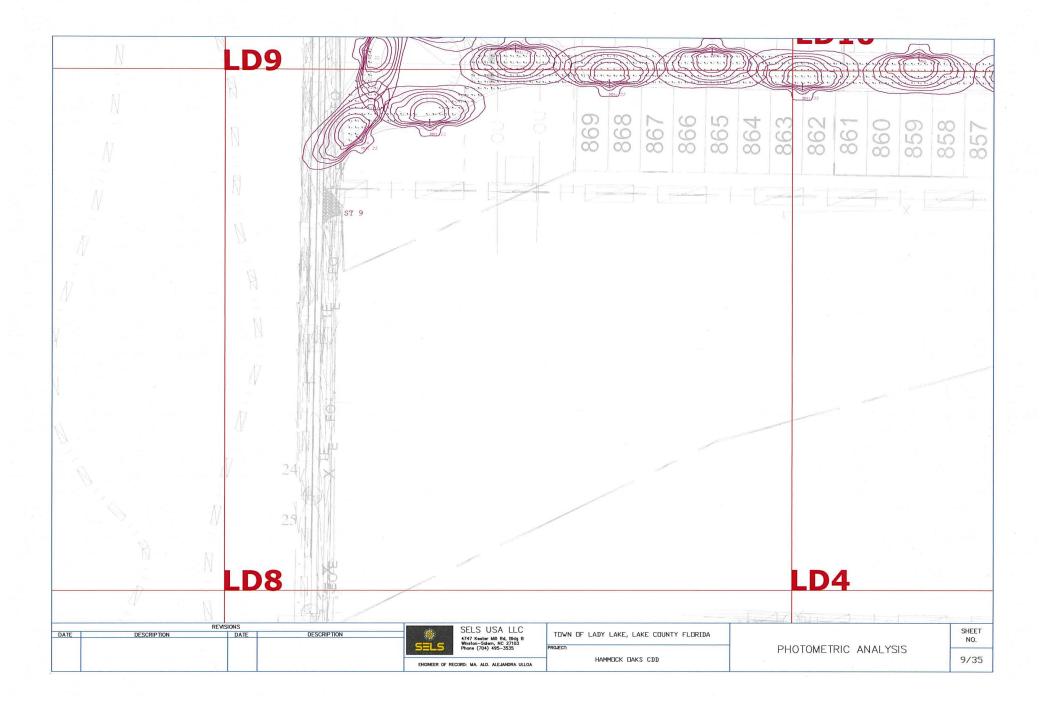


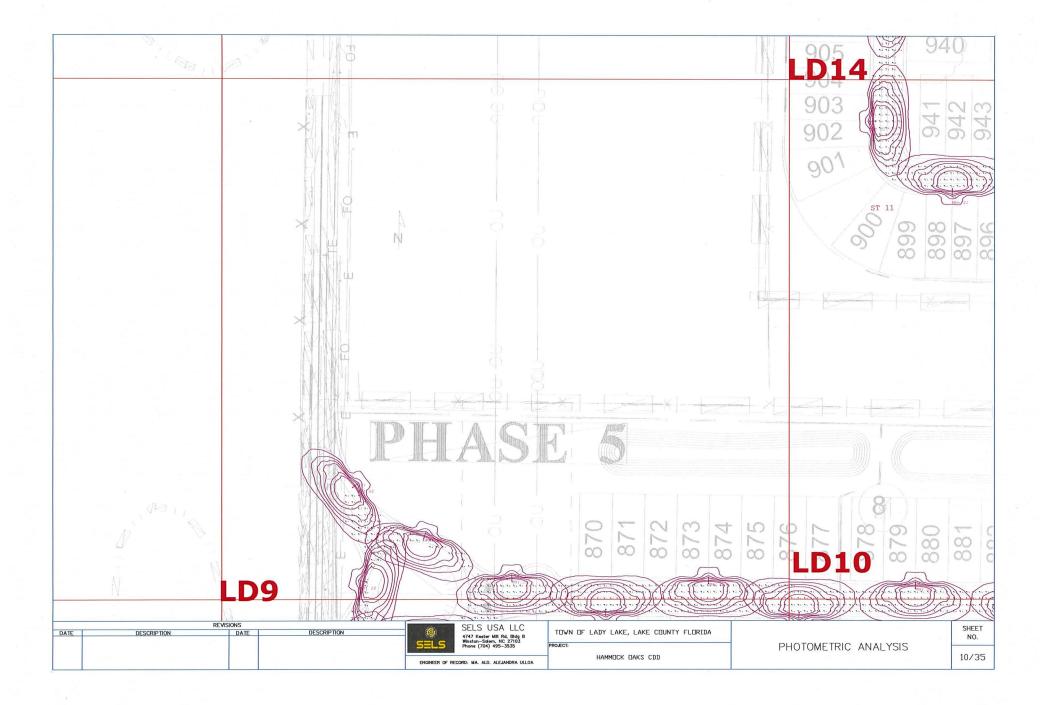


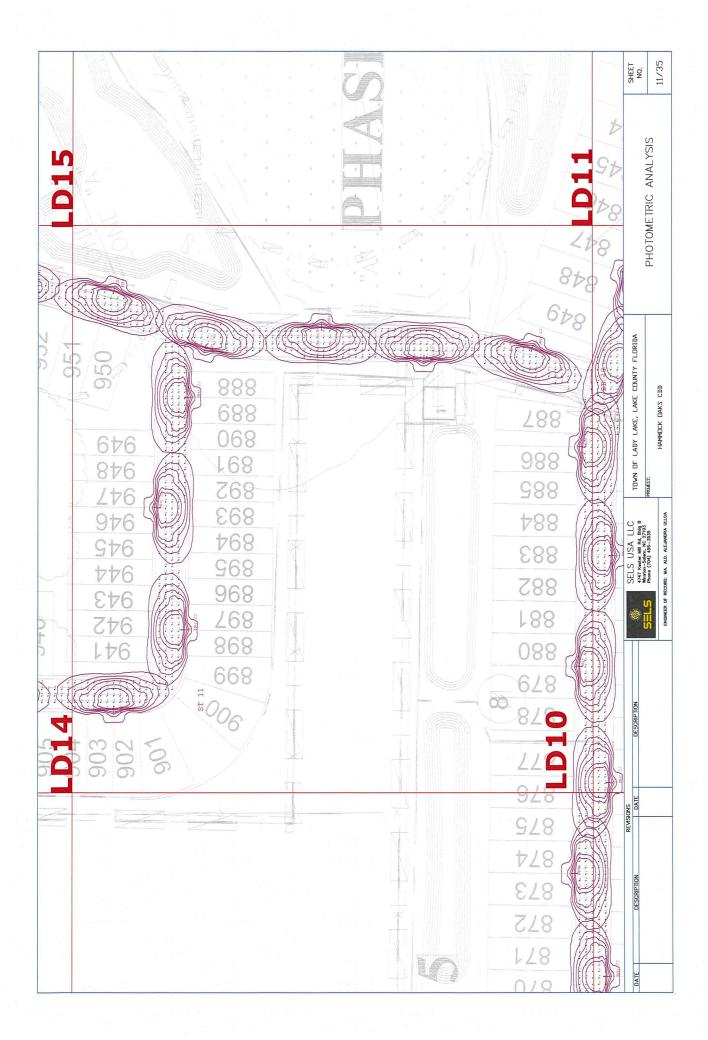


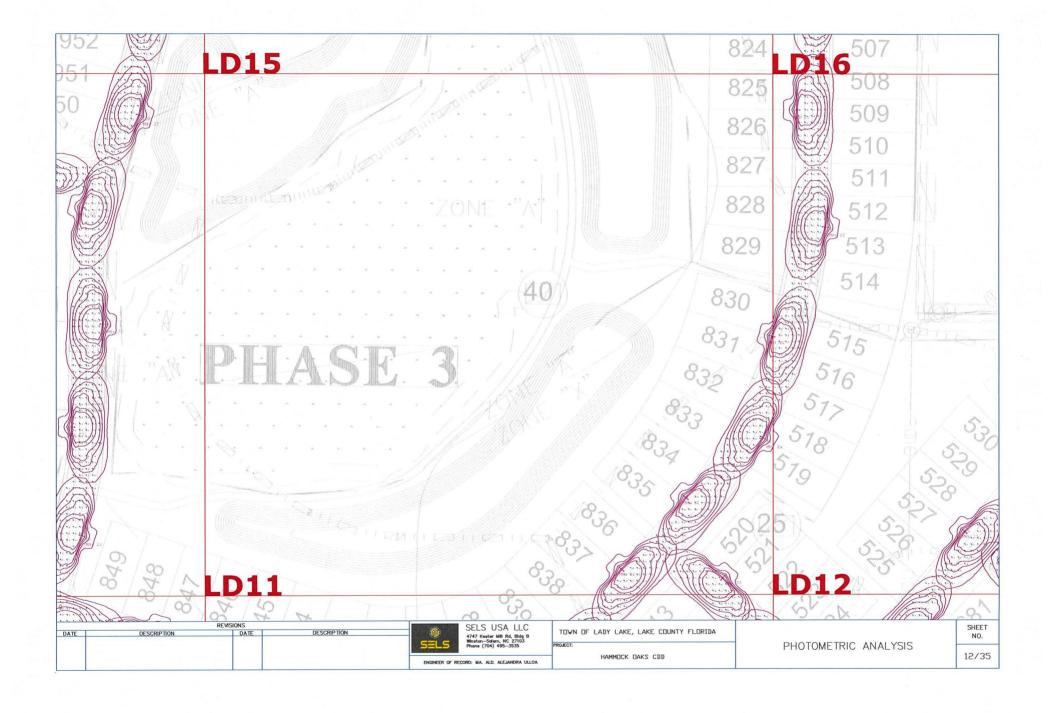


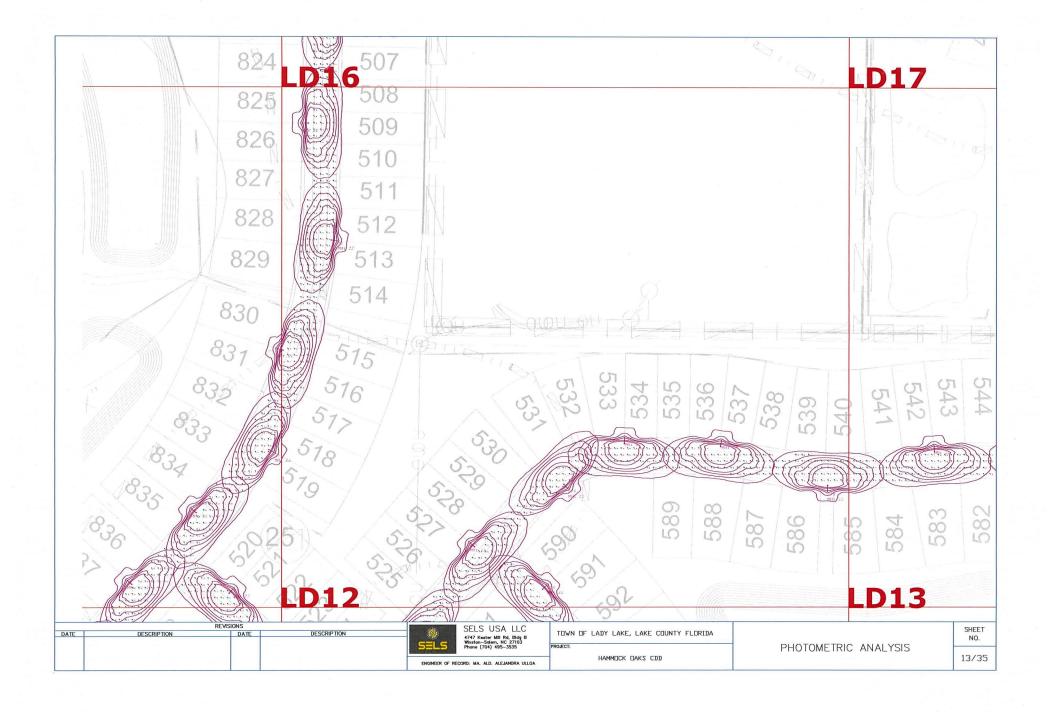


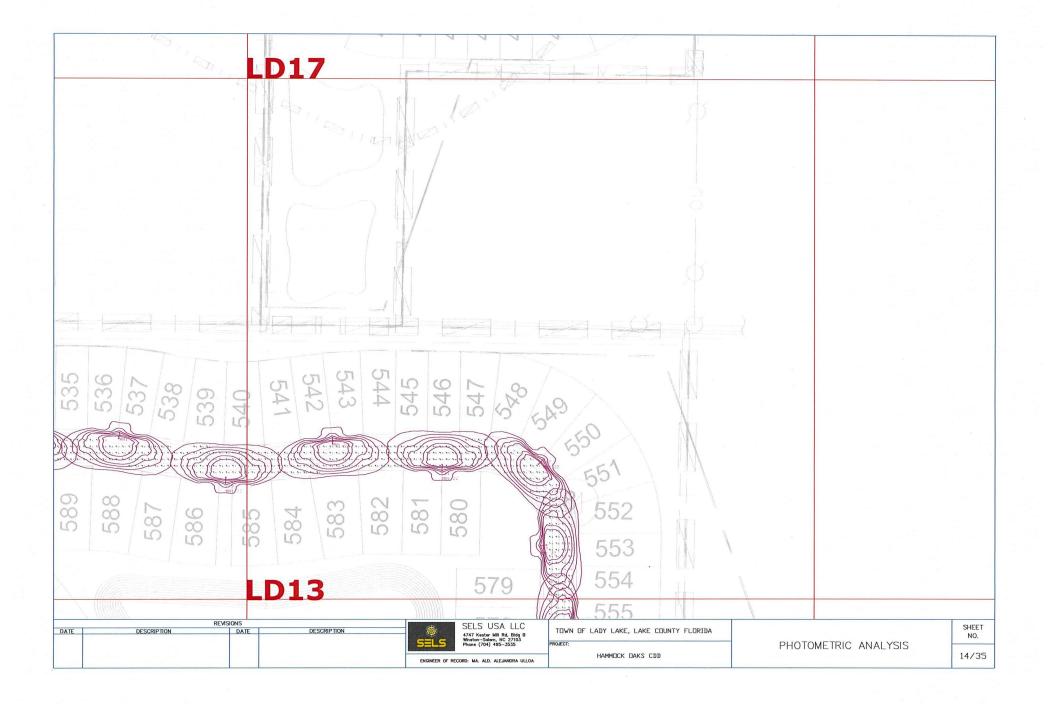


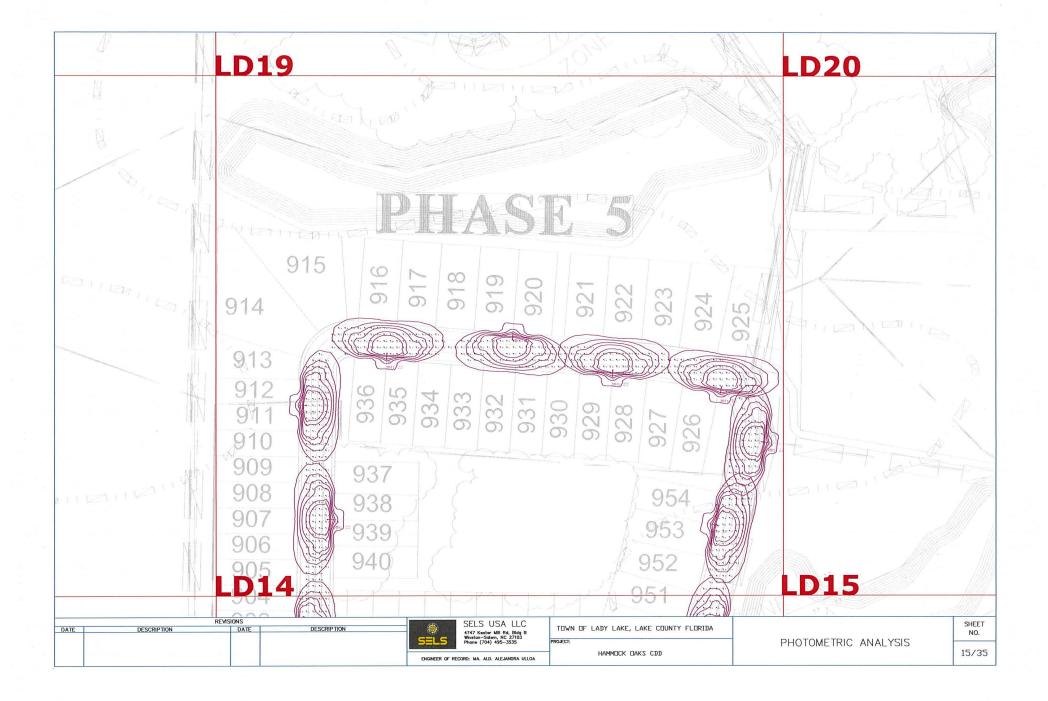


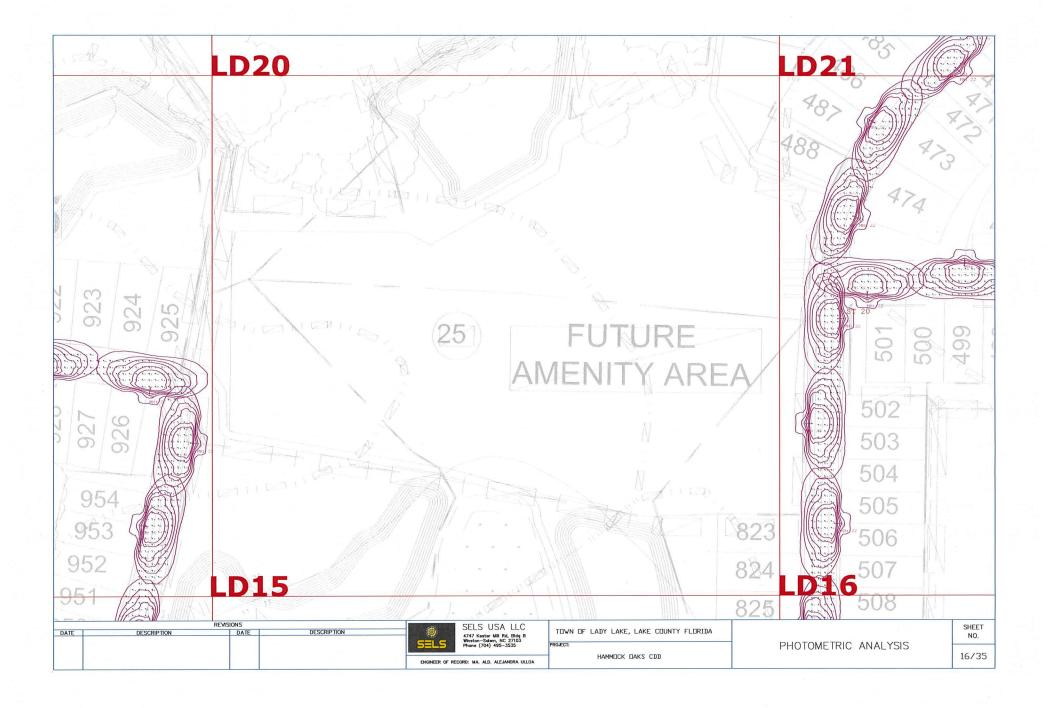


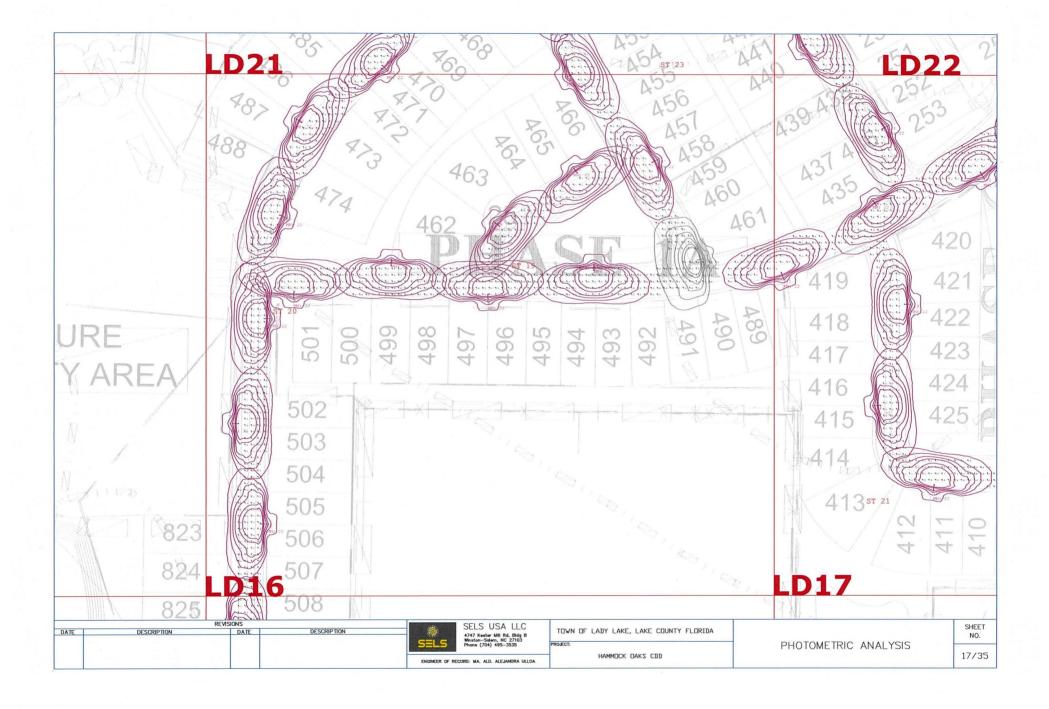


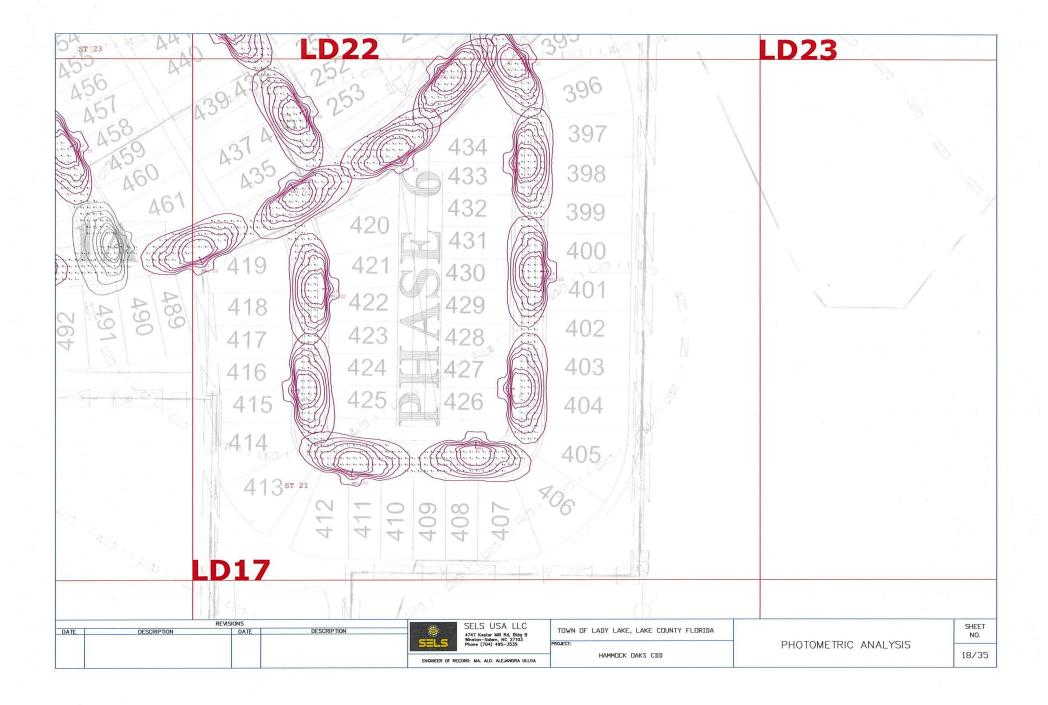


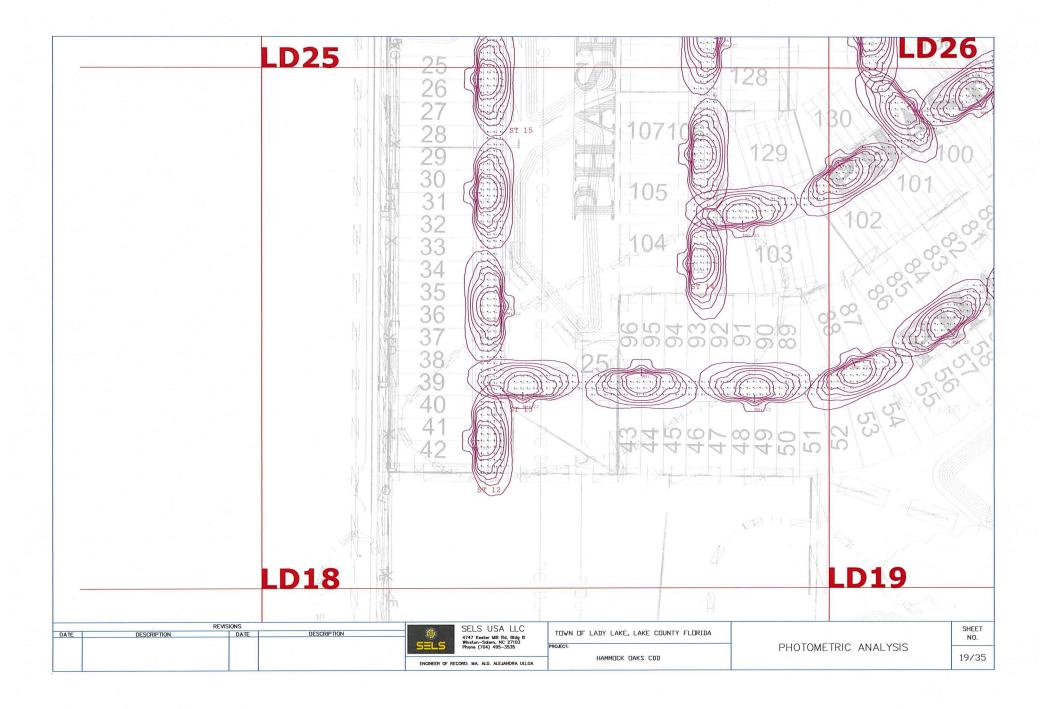


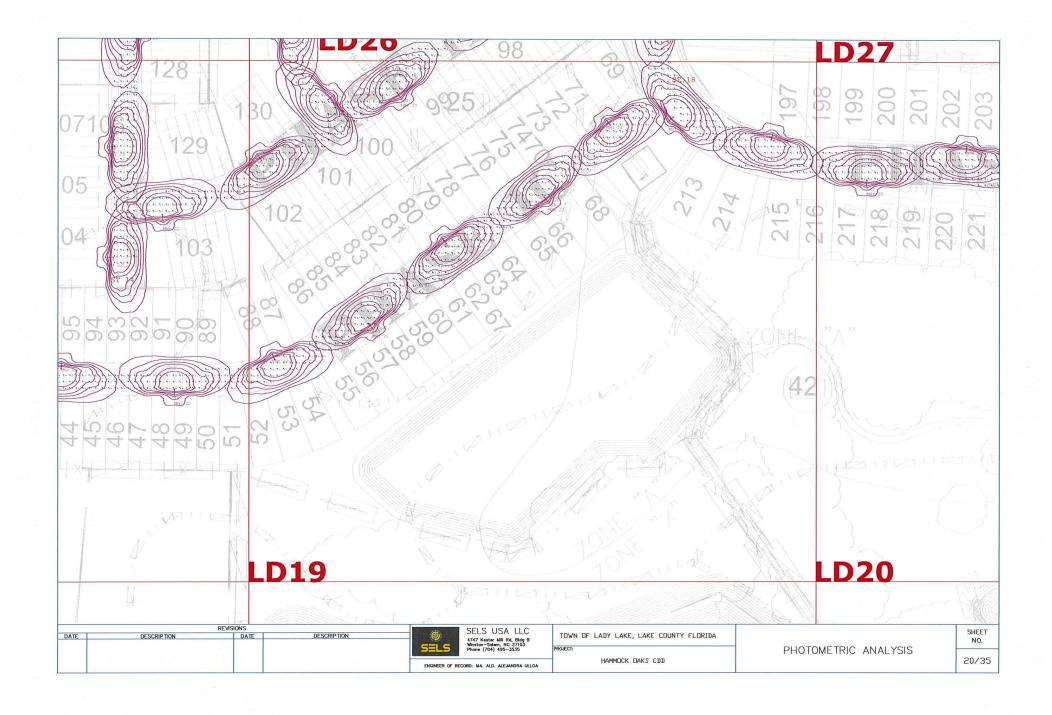


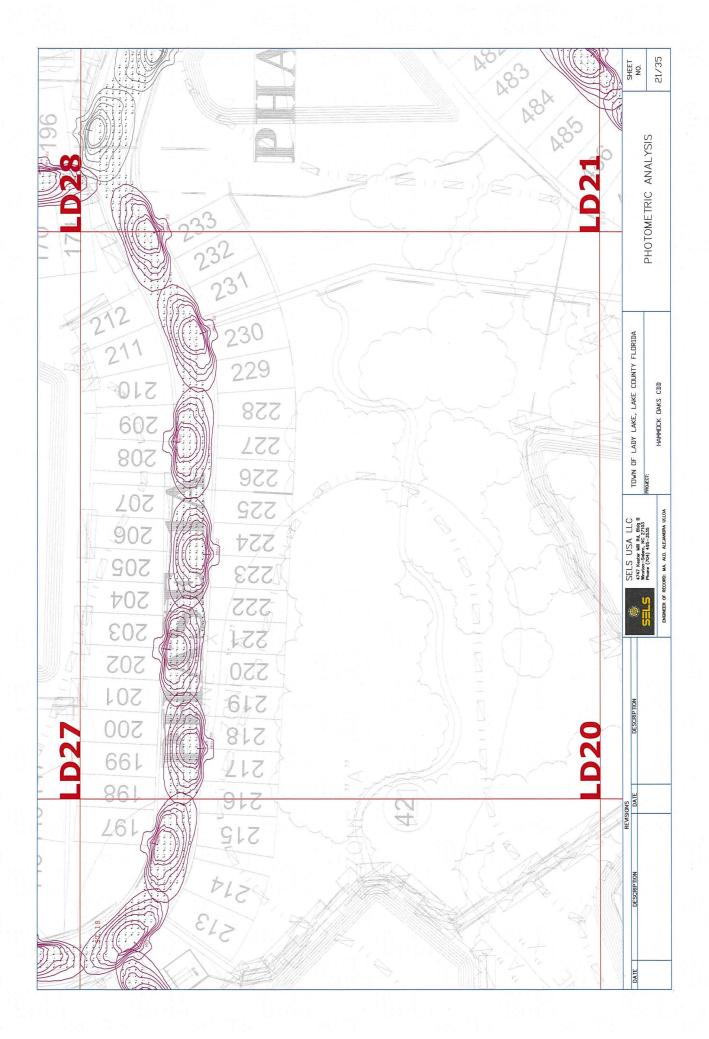


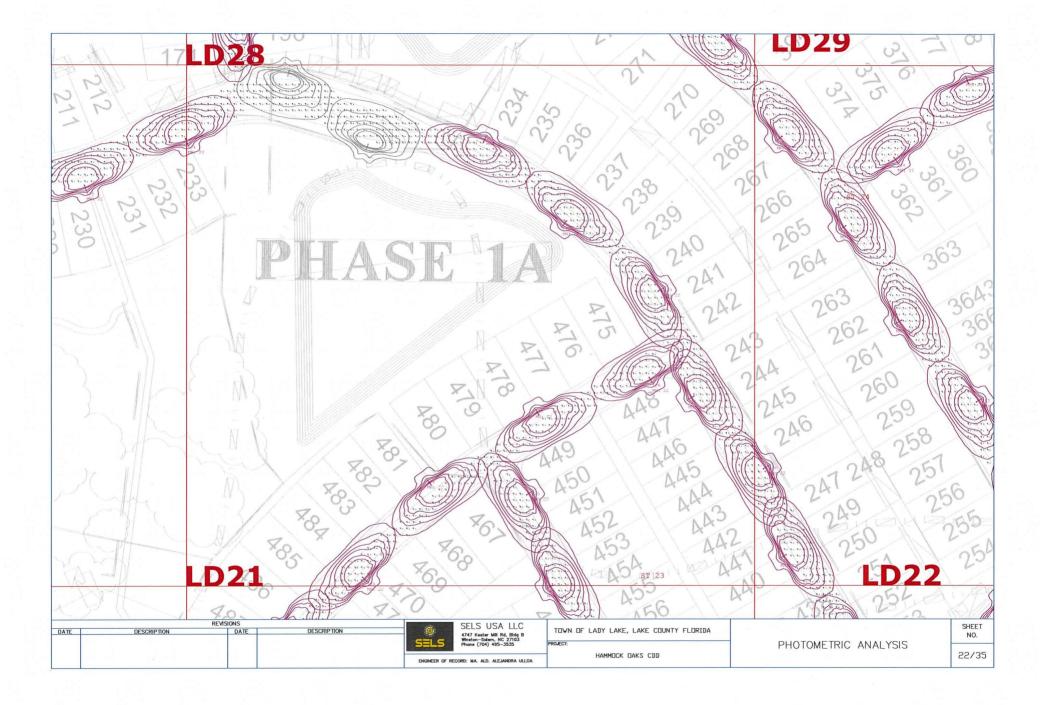


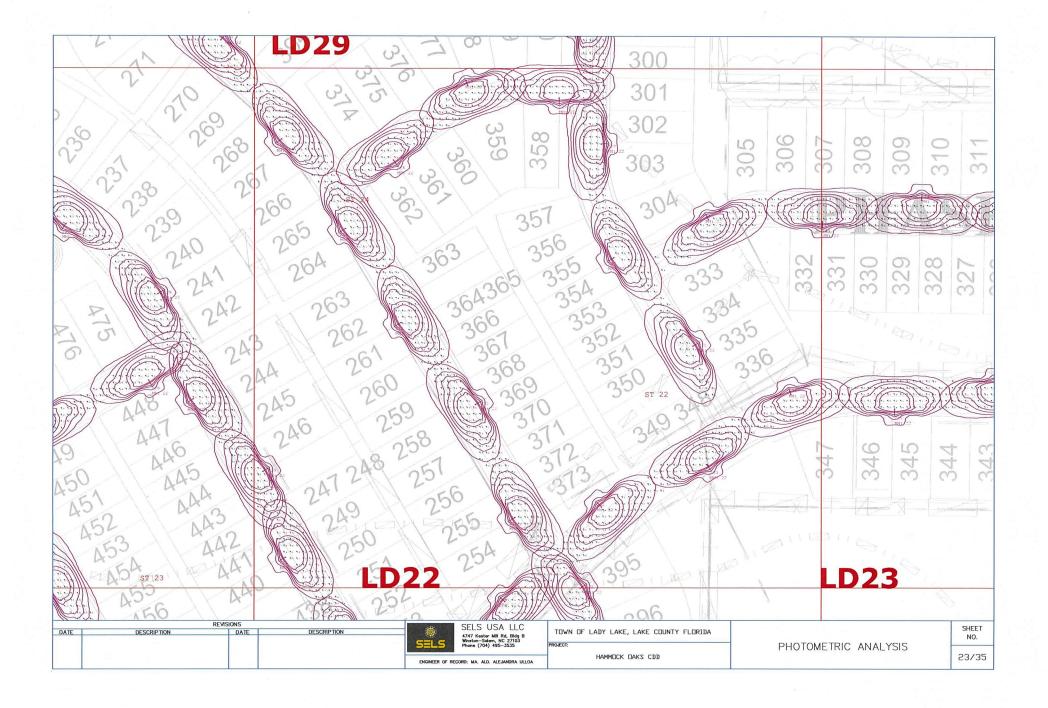


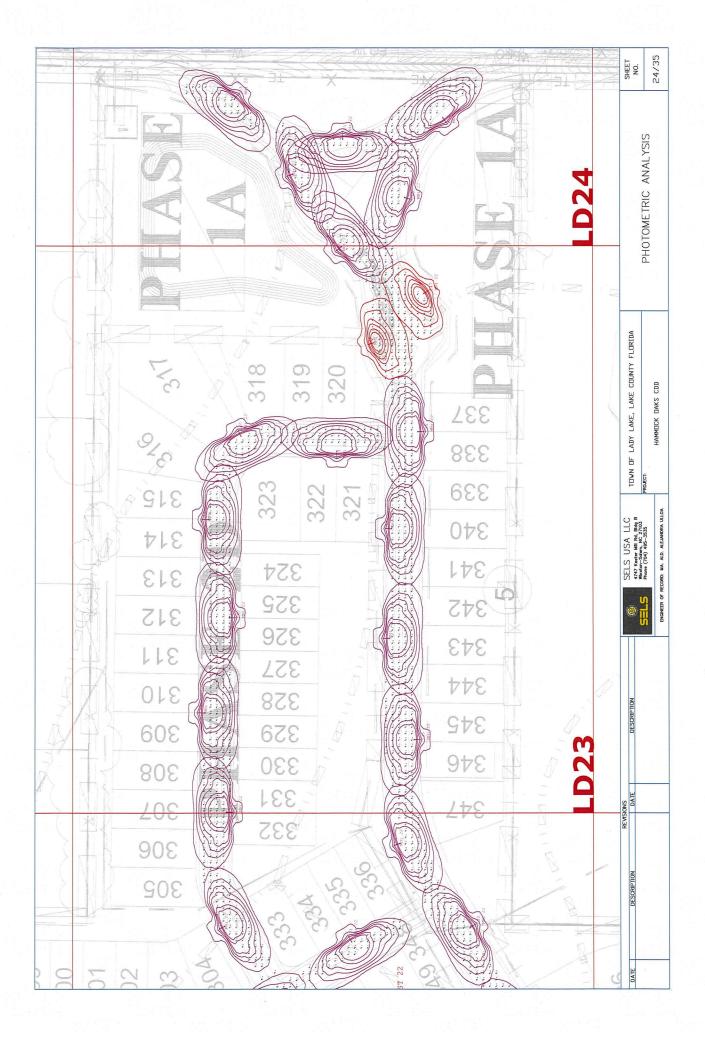


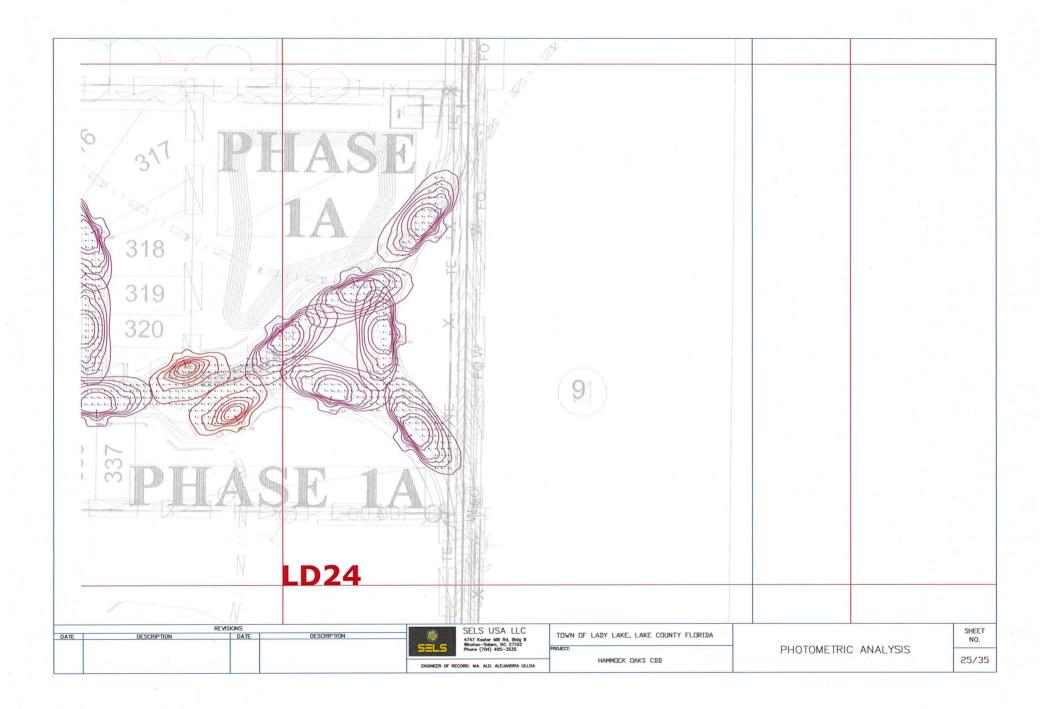


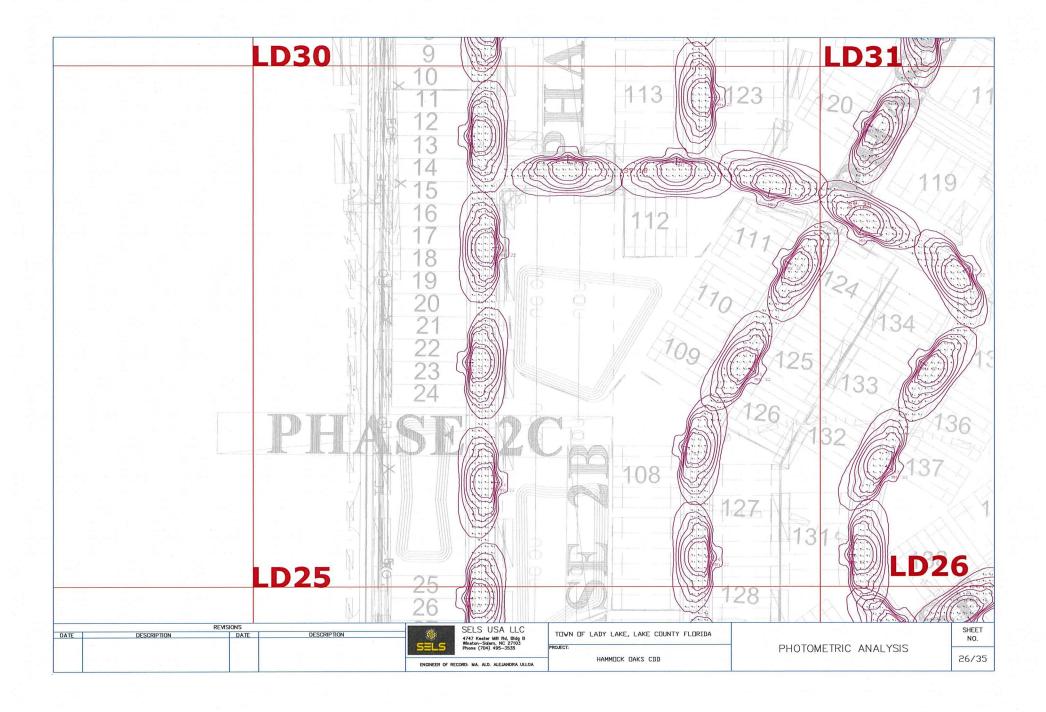


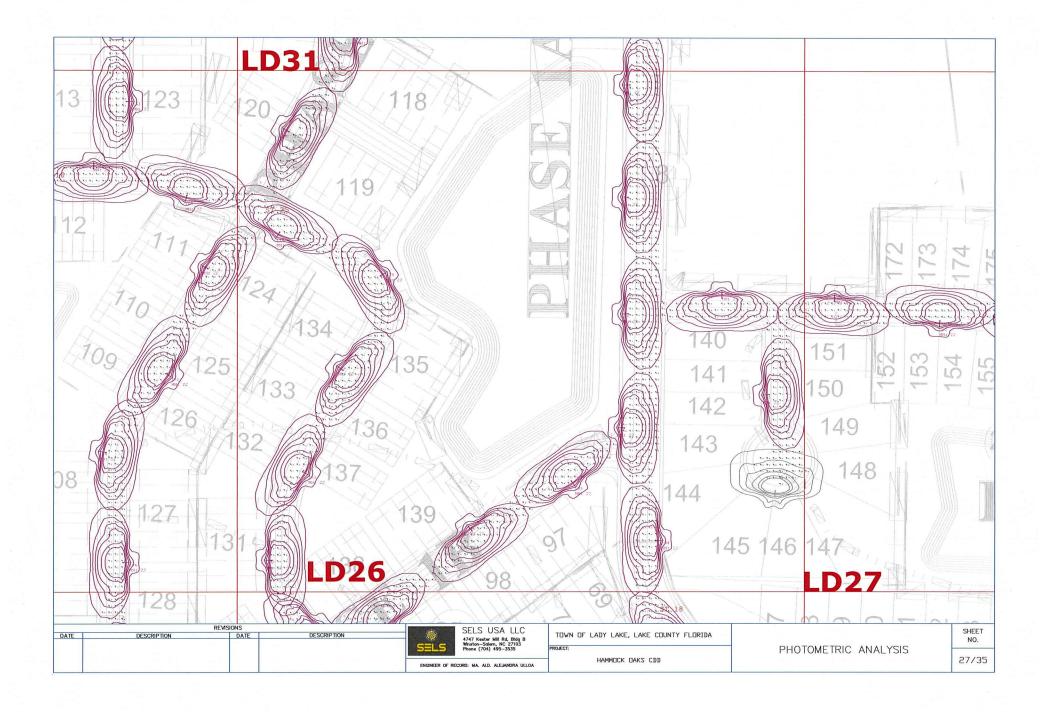


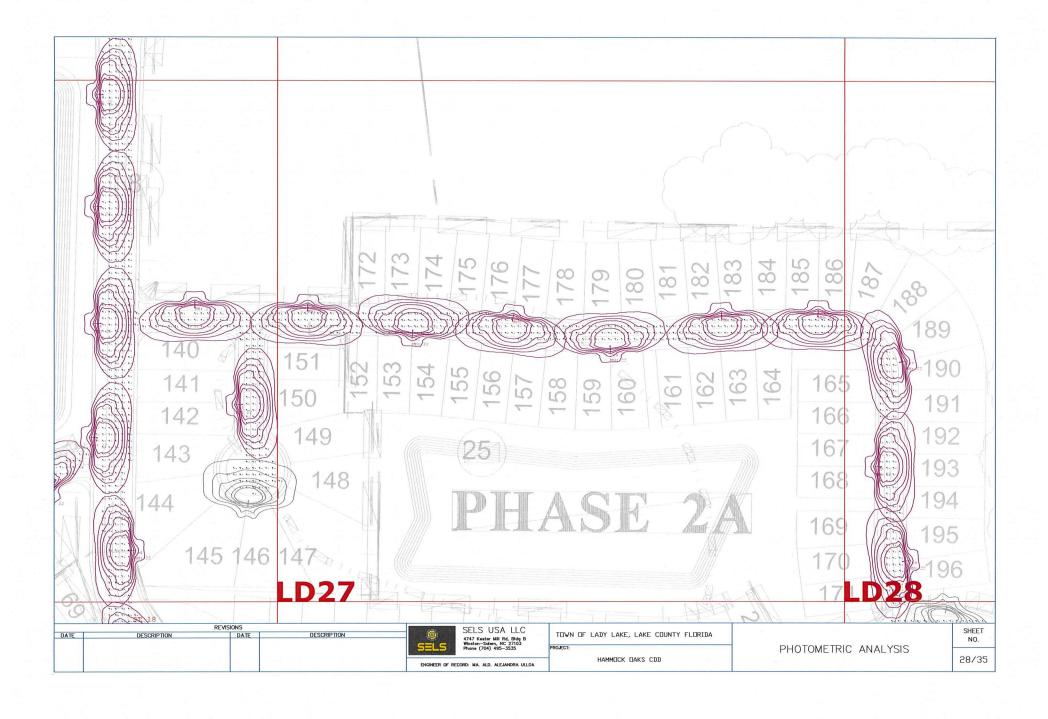


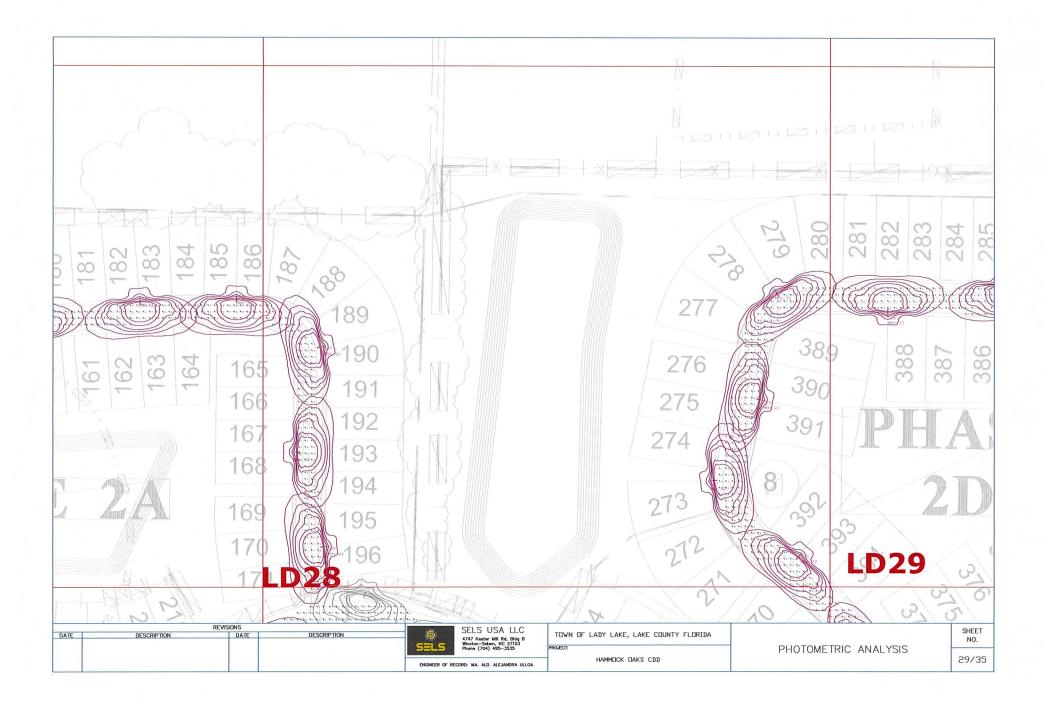


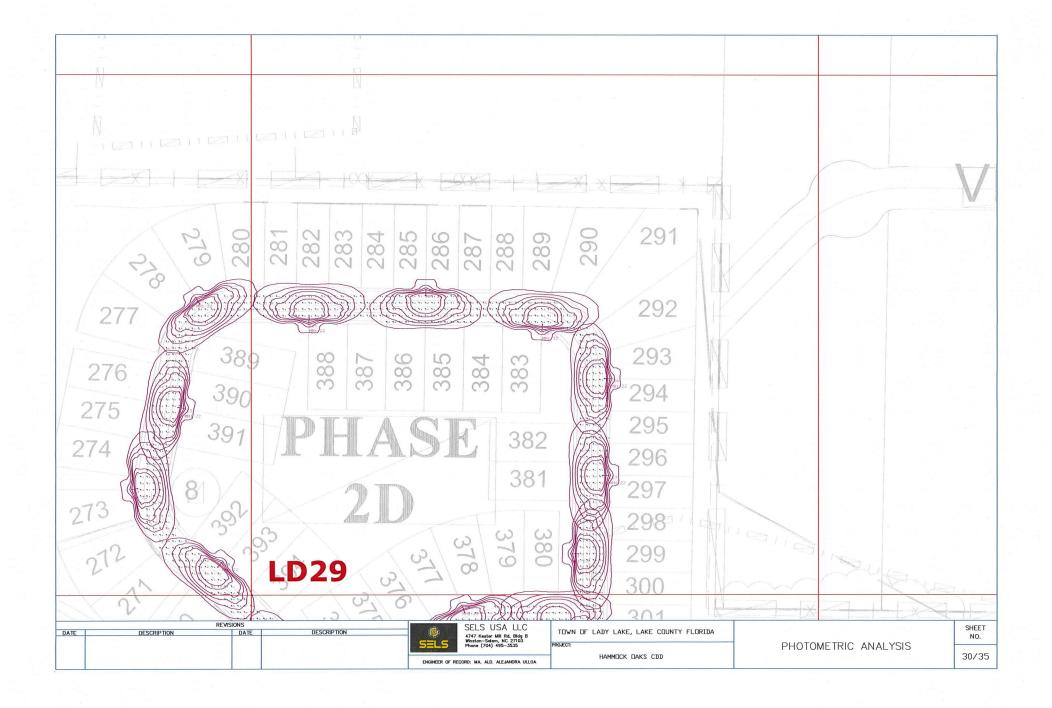


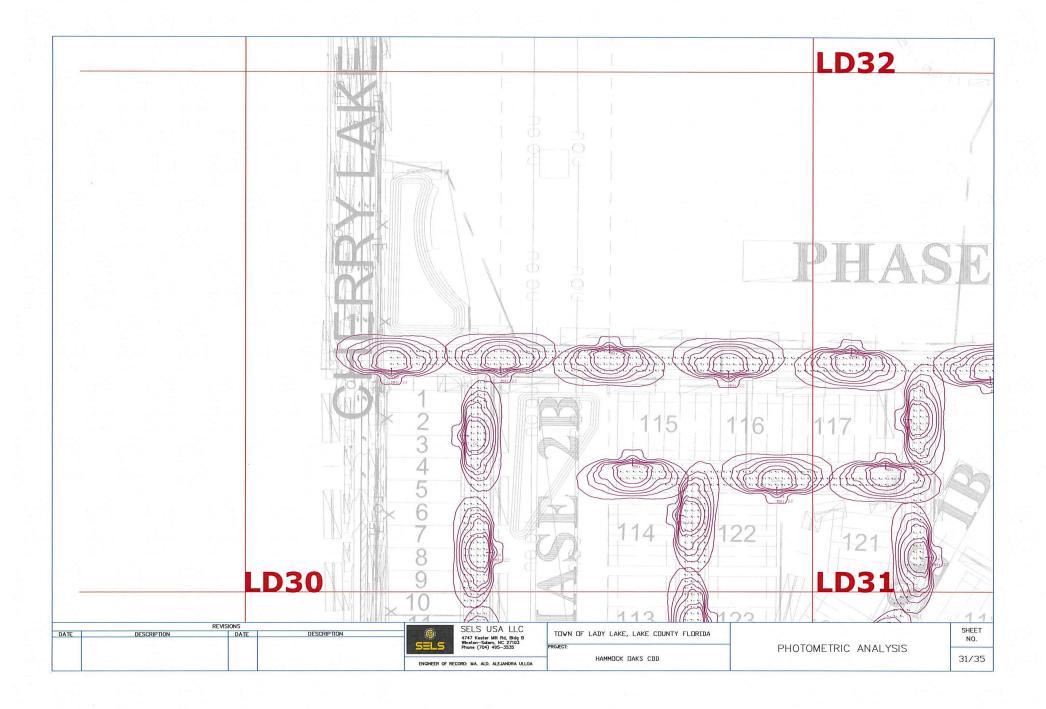


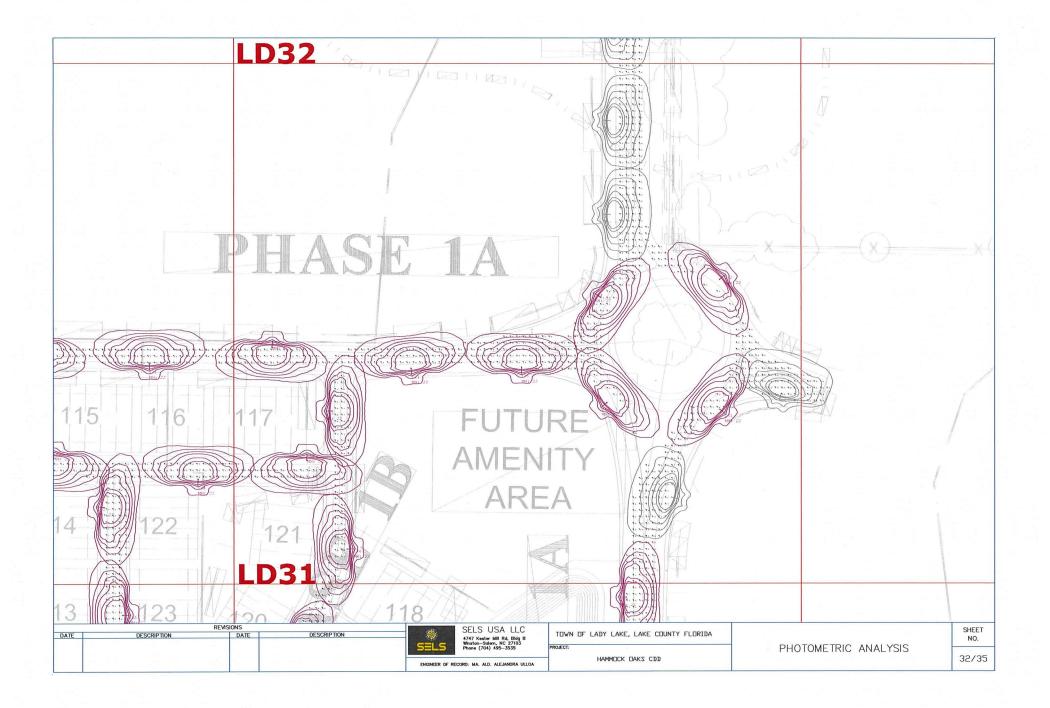


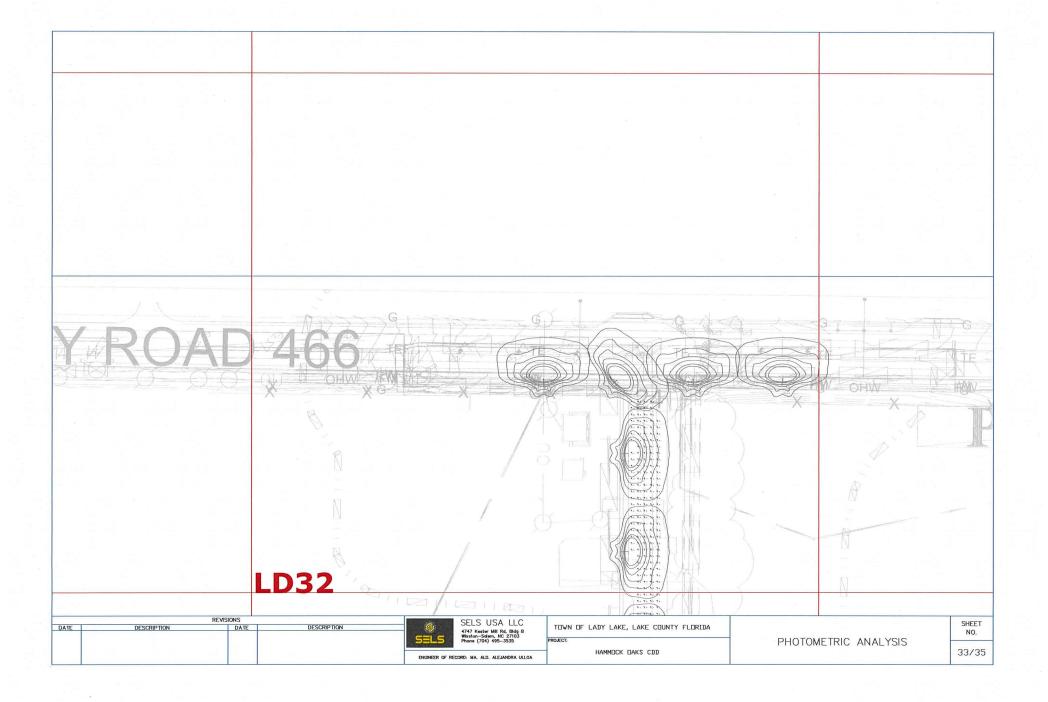








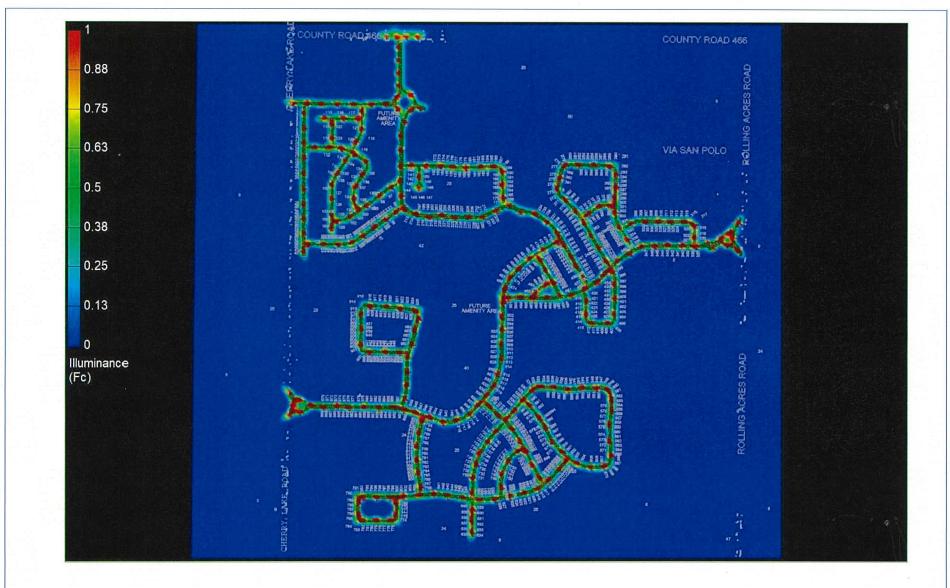




Symbol	Qty	Label	Arrangement	Description	Luminaire Watts
	272	XSPMD-D-HT-2ME-12L-40K7-Ux-SV	Single	SELS T2 Solar Lighting System	95
	14	XSPMD-D-HT-3ME-12L-40K7-UL-SV	Single	SELS T3 Solar Lighting System	95.47
e	2	XSPSM-D-HT-3ME-8L-40K7-UL-SV-	Single	SELS T3 Solar Lighting System	66.29

Calculation Summary					14.77		
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Mir
ST 1	Illuminance	Fc	1.40	3.3	0.4	3.50	8.25
ST 10	Illuminance	FC	1.22	3.2	0.4	3.05	8.00
ST 11	Illuminance	FC	1.20	3.3	0.4	3.00	8.25
ST 12	Illuminance	FC	1.21	3.3	0.4	3.03	8.25
ST 13	Illuminance	FC	1.27	3.3	0.4	3.18	8.25
ST 14	Illuminance	Fc	1.29	3.3	0.4	3.23	8.25
ST 15	Illuminance	FC	1.37	3.3	0.4	3.43	8.25
ST 16	Illuminance	FC	1.38	3.4	0.4	3.45	8.50
ST 17	Illuminance	FC	1.09	3.5	0.4	2.73	8.75
ST 18	Illuminance	Fc	1.29	3.3	0.4	3.23	8.25
ST 19	Illuminance	FC	1.29	3.5	0.4	3.23	8.75
ST 2	Illuminance	FC	1.21	3.4	0.4	3.03	8.50
ST 20	Illuminance	FC	1.22	3.7	0.4	3.05	9.25
ST 21	Illuminance	FC	1.22	3.4	0.4	3.05	8.50
ST 22	Illuminance	FC	1.31	3.3	0.4	3.28	8.25
ST 23	Illuminance	FC	1.26	3.4	0.4	3.15	8.50
ST 24	Illuminance	Fc	1.43	3.3	0.4	3.58	8.25
ST 25	Illuminance	FC	1.29	3.3	0.4	3.23	8.25
ST 3	Illuminance	FC	1.50	3.3	0.6	2.50	5.50
ST 4	Illuminance	FC	1.27	3.3	0.4	3.18	8.25
ST 5	Illuminance	FC	1.24	3.3	0.4	3.10	8.25
ST 6	Illuminance	FC	1.26	3.3	0.4	3.15	8.25
ST 7	Illuminance	FC	1.27	3.3	0.4	3.18	8.25
ST 8	Illuminance	FC	1.27	3.4	0.4	3.18	8.50
ST 9	Illuminance	FC	1.25	3.3	0.4	3.13	8.25

REVISIONS			424	SELS USA LLC			SHEET	
DATE	DESCRIPTION	DATE	DESCRIPTION	4747 Kester Mill Rd, Bldg B Winston-Solern, NC 27103		TOWN OF LADY LAKE, LAKE COUNTY FLORIDA PROJECT:	DUOTOMETRIC ANALYSIS	NO.
	[1] [2] [2] [2]	414			XRD: MA. ALD. ALEJANDRA ULLOA	HAMMOCK DAKS CDD	PHOTOMETRIC ANALYSIS	34/35



		REVISIONS		SELS USA LLC			CUEET
DATE	DESCRIPTION	DATE	DESCRIPTION	4747 Kester Mill Rd, Bldg B Whaten-Selem, NC 27103	TOWN OF LADY LAKE, LAKE COUNTY FLORIDA	PHOTOMETRIC ANALYSIS	SHEET NO.
				Phone (704) 495–3535	PROJECT:		25 (25
				ENGINEER OF RECORD: MA. ALD. ALEJANDRA ULLOA	HAMMOCK DAKS CDD		35/35





### **SCOPE OF WORK**

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN



## SCOPE OF WORK Solar Lighting Delivery and Installation Hammock Oaks Community

This is a scope of work for the installation of solar lighting in the Hammock Oaks Community. It outlines the responsibilities of SELS Solar Lighting Contractor, and the Community Development District in carrying out the project.

- 1. Upon the agreement of the construction contract between SELS and the Hammock Oaks Community Development District, SELS will submit an initial invoice for down payment, percentage amount to be negotiated between the parties within one week of award notice. Subsequently, invoices will be submitted every four weeks throughout the construction process, with payment terms of 'net 30'.
- **2.** SELS is responsible for performing all work in accordance with the plans, specifications, and contract documents as referenced in the contract. They will also coordinate with the Community Development District to obtain the necessary permitting. The scope of work does not anticipate any additional permitting required for construction.
- 3. The schedule of the construction project will be included as an appendix to the contract. SELS will provide a purchasing schedule with items to be purchased, lead times, PO# to vendor, and date required at the site. Ordering long-lead materials in a timely fashion is crucial to maintaining construction schedule targets. If any unforeseen delays occur, SELS will notify the Community Development District immediately.
- 4. SELS is responsible for coordinating with the engineering firm and the assigned contact for the project if any utilities are determined to be interfering with construction. SELS shall consult with the Project Engineer if utility exploration reveals utility conflict that cannot be avoided to identify acceptable relocation of pole location and receive written approval to adjust pole installation location.
- 5. SELS will provide adequate manpower to maintain the project schedule and coordinate with other contractors to minimize delays within their control. SELS will also furnish a full-time, competent, and professional work foreman who will be on the site to coordinate the work and make binding decisions on behalf of SELS.
- 6. SELS will maintain a record set of plans and specifications at the work site, which will be updated weekly. These plans will be marked up in detail in red to indicate changes, additions, and modifications to accommodate field and job site conditions. SELS will also provide a post-construction report, operations manuals, warranty certifications, etc. after completing the construction project.



- 7. SELS has a tentative construction schedule of five units per day for a total of 100 installed units per month, working regular hours, with exceptions and allowances made for weather or other unforeseen circumstances.
- 8. Lastly, SELS will perform all work in accordance with local, city, state, and federal regulations and codes, as well as all other governing authorities having jurisdiction. In case of any conflicts between documents, scopes, and drawings, the solution that benefits the project will override and take precedence. Any conflicts should be addressed through the Request for Information (RFI) process for clarification.

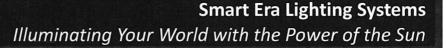
## Technical SCOPE OF WORK Solar Lighting Delivery and Installation Hammock Oaks Community

The Technical Scope of Work for Solar Lighting Installation outlines the requirements and specifications for the installation of solar lighting systems in Hammock Oaks Community Development. The following are the detailed explanations of each point:

- The solar lighting systems and proposed design are based on the Florida Department of Transportation (FDOT) Design Manual, specifically on Topic: #625-000-002 Table 231.2.1 Lighting Initial Values Other Roadways. This ensures that the design meets the required standards and specifications set by FDOT.
- 2. The solar lighting units will be composed of round tapered aluminum poles and goose neck arm(s) with a solar panel mounted on top of the pole. The batteries and electronics will be housed in an enclosure located under the solar panel, which will be manufactured with NEMA standards. The pole, mast arm(s), and solar panel brackets will be coated with baked thermoset powder in the desired color (to be specified by the customer). Power storage will use lithium iron phosphate batteries (LiFePO4), and the capacity will be varied based on load and location. All brackets and hardware will be manufactured with stainless steel 316 to ensure corrosion resistance.
- **3.** All pole installations are based on specs as direct burial, according to specs. SELS will design the best method and procedure of installation for the direct burial pole with a certified structural engineer on the state of Florida after the contract is awarded.
- **4.** All lighting systems will be equipped with Lora WAN (Long Range Wide Area Network) communication protocol to control and monitor function remotely Smart City Capabilities. The communication system will require 3-4 gateways that shall be installed on lighting poles throughout the project site.

SELS USA LLC (Smart Era Lighting Systems)

Office: (704) 495-353





- 5. Installation of a given unit will be completed in stages according to Hammock Oaks Community Development. The first stage is to install the pole unit. The second stage consists of installing all hardware to the pole, including the solar panel, lamp, electronics, enclosure, batteries, etc., and commissioning the powering-on of the unit to function autonomously and at full function.
- **6.** The total project consists of 288 poles throughout the length of the roadways on Hammock Oaks Community Development. Installation shall be completed in several phases of 100 poles each.
- **7.** All soil, grass, and landscaping shall be returned to its original state following excavation of soil for installation of the foundation. This ensures that the installation does not damage the surrounding environment.
- 8. Prior to installation, SELS shall lay out all new lamp locations by additional survey and inspect for utility conflicts at each location where utility conflict is uncertain. SELS shall coordinate with Project Engineer to determine a suitable relocation point should there be unavoidable utility conflicts discovered at planned installation location.
- **9.** SELS shall establish a staging location for equipment and supplies for the project. This ensures that all the required equipment and supplies are readily available during the installation process.
- **10.** SELS shall coordinate with other project contractors to minimize conflicts during the parallel construction and installation. This ensures that the installation process does not interfere with other ongoing construction activities on the site.

www.SELSsolar.com





ALR CALCULATION OPTION

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN

#### Smart Era Lighting Systems 4747 Kester Mill Rd, Bldg B, Winston-Salem, NC 27103 704-495-3535



#### **Lighting System Performance Report**

Project Name	Location
Hammock Oaks Community Development District	Hammock Oaks, FL
Roadway Lighting	(27.33, -82.54)

#### **System Configuration**

OPTION 1	Total LED Load	90 W	24.52.7
PV Wattage	210 W	Battery Capacity	122.4 A-h
PV Angle (from horizontal)	35 Deg	Battery Voltage	12.8 V
Azimuth Angle	180 Deg	Battery Quantity Battery Type	1 Ea LiFePO₄
		battery Type	LIFEP 04

#### **Location Characteristics**

Daily Average	Peak Sun Hours	Daily Average PV Energy Collection		
October	6.23 hrs	1046.64 Watt-hrs		
November	5.75 hrs	966 Watt-hrs		
December	5.17 hrs	868.56 Watt-hrs		
January	5.64 hrs	947.52 Watt-hrs		
February	5.81 hrs	976.08 Watt-hrs		

Charging performance from PV module derated to 80% to account for surface degradation and internal cell degradation over 25 year lifetime.

#### **Operating Profile (Longest Night)**

Dec 21 Sunset: 5:41 pm | Dec 22 Sunrise: 7:16 am | Length of Night: 12hrs, 35min

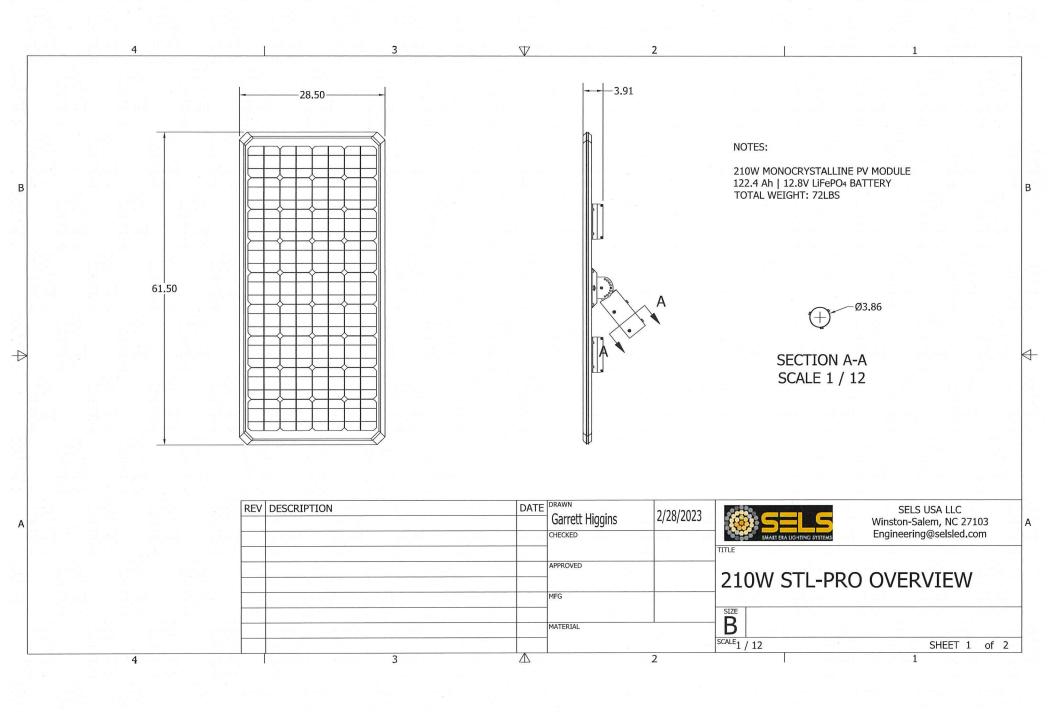
Load Usage (per night) 12 hrs
Dimming Profile SMART MODE

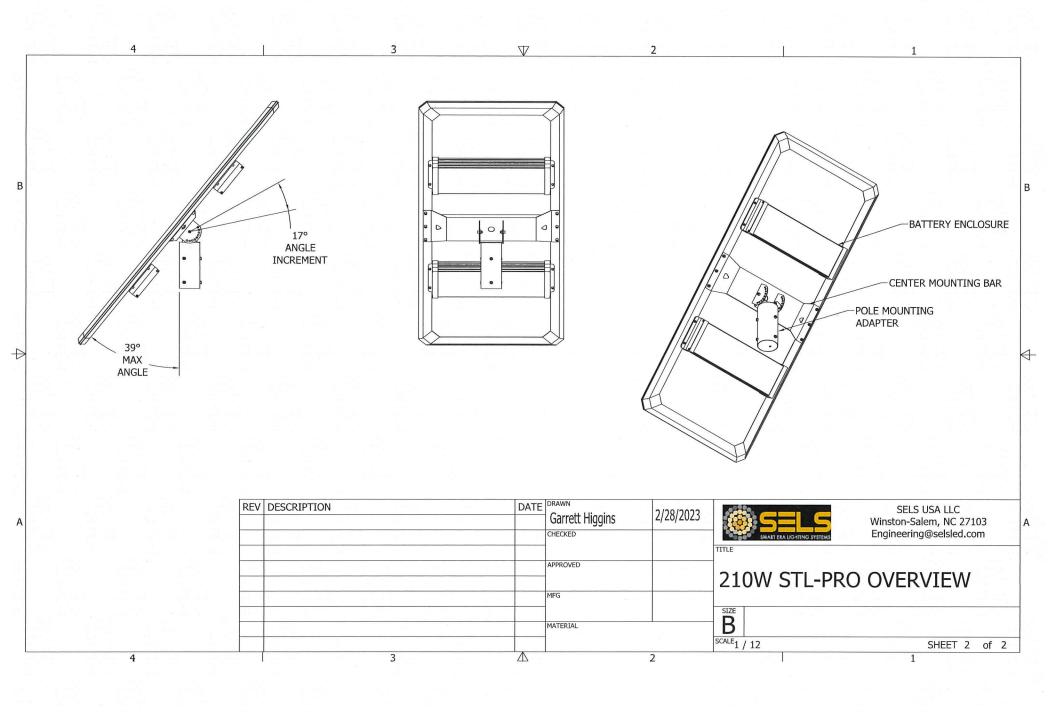
#### **Performance Characteristics**

December Array : Load Ratio	1.38		
Battery Autonomy (Hours)	24.47 hrs		
Battery Autonomy (Nights)	3.50 days		

To ensure maximum operational life, power storage performance derated to include maximum depth of discharge limited to 80%.

**Note**: User defined adjustments may be made by the project owner using SELS' online lighting control platform. The solar lighting controller uses a built-in real-time clock allowing for dusk to dawn transition detection and user selected parameters.







### **Explanation of Solar System Design**

When designing a complete solar powered system, SELS begins with the worst-case load usage, usually winter solstice for a lighting system. To reliably estimate the optimum solar power production to sustain the system indefinitely, we base all calculations around the specific location where the system will be installed. Additionally, because the sun does not shine the same in all locations, we rely on data compiled over decades by the US Department of Energy's National Renewable Energy Lab (NREL). The system sizing is based on Typical Meteorological Year data sets derived from at least 15 years of data in the National Solar Radiation Database (NSRDB), considering also temperature, angle of the solar panel relative to the horizon, and direction of panel relative to the polar azimuth.

Though the design calculations are quite complicated, we can break down the reliability and performance of a solar power system to a single number called Array-to-Load Ratio (ALR). This is an easy to understand concept describing the amount of energy that can be conservatively expected to be generated and stored to the system batteries on a given day, relative to the amount of energy used by the electronic loads of the system. An ALR over 1.3 can be expected to be exceptionally reliable and with SELS' other system design parameters, is guaranteed to operate without failure for 365 days a year, for many years. SELS has hundreds of solar lighting systems installed around the world dating back to 2013 with zero outages or failures. Based on system location and load usage, the proposed design achieves an ALR over 1.38 with option 1, with true battery backup of over 3.50DAYS.

Battery autonomy is defined as the battery's ability to support the system load, under normal operating conditions, with no charging input to the battery. When considering total battery capacity, it is important to differentiate between usable capacity and nameplate capacity. Usable capacity varies based on battery chemistry and treatment. In the case of Lithium Iron Phosphate, we limit the discharge to 80% to maximize the life of the battery system and improve cycle performance.





## **PRICING OPTION**

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS



SELS - Smart Era Lighting Systems 4747 Kester Mill Rd, Bldg B Winston-Salem, NC 27103

### Quote

704-495-3535 arandall@selssolar.com CustomerService@selsled.com

### **OPTION 1**

Quote Number: 12517

Date: 3/22/2023

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT Craig Wrathell gillyardd@whhassociates.com

Reference:

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT - STREET LIGHTS

Qty	Description of Goods & Services		Price	Tot	al
288	Solar Street Light, 210W Solar Panel, LifePo4 Batteries, 122,4 Ah, 12.8V, LED Output from Bell head, 90W Multiple Light Distrubution according to photometrics, I,II, III, IV, V, Color Temperature 4000k	s	3,325.00	s	957,600.00
288	Round Tapered Direct Burial Aluminum Pole with Goose Neck arm	s	1,380.00	s	397,440.00
288	Installation Services per Solar Lighting System	s	1,425.00	s	410,400.00
6	Product Delivery Schedule	s	3,200.00	s	19,200.00

NOTE: Tax exempt status at time of order

NOTE: Quote Valid: 60 Days

NOTE: The delivery schedule adheres to the prescribed time frame of 30 days subsequent to receiving a written request from the district.

	Amount	\$	1,784,640.00
	Tax		
	Total Quotation Price	s	1,784,640.00

This material is intended solely for use by the addressee and its agents at addressee organization. This quote request is sent to compare available offers and does not imply entering into a legally binding agreement. Quote valid for 60 days from date of issue.

Wire Payment Information

Bank Name:

Truliant Bank

Account Name

SELS USA LLC

Account Number:

400056013926

Fed Wire:

253177832

For and on behalf of

SELS USA LLC

www.SELSLED.com

Page 1 of 1





## **ALR CALCULATION OPTION**

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

## Smart Era Lighting Systems 4747 Kester Mill Rd, Bldg B, Winston-Salem, NC 27103 704-495-3535



### **Lighting System Performance Report**

Project Name

Hammock Oaks Community Development District

Roadway Lighting

Location Hammock Oaks, FL (27.33, -82.54)

### **System Configuration**

OPTION 2	Total LED Load	90 W	
PV Wattage	285 W	Battery Capacity	102.6 A-h
PV Angle (from horizontal)	35 Deg	Battery Voltage	25.6 V
Azimuth Angle	180 Deg	Battery Quantity Battery Type	1 Ea LiFePO₄

#### **Location Characteristics**

Daily Average I	Peak Sun Hours	Daily Average PV Energy Collection
October	6.23 hrs	1420.44 Watt-hrs
November	5.75 hrs	1311 Watt-hrs
December	5.17 hrs	1178.76 Watt-hrs
January	5.64 hrs	1285.92 Watt-hrs
February	5.81 hrs	1324.68 Watt-hrs

Charging performance from PV module derated to 80% to account for surface degradation and internal cell degradation over 25 year lifetime.

### Operating Profile (Longest Night)

Dec 21 Sunset: 5:41 pm || Dec 22 Sunrise: 7:16 am || Length of Night: 12hrs, 35min

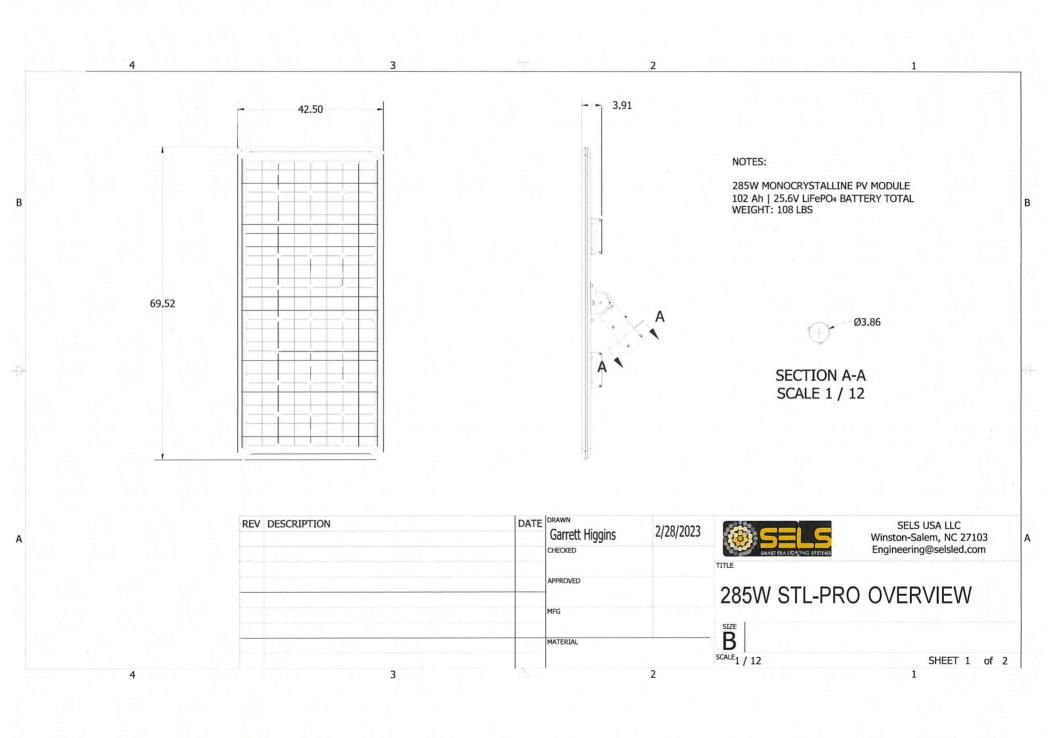
Load Usage (per night) 12 hrs
Dimming Profile SMART MODE

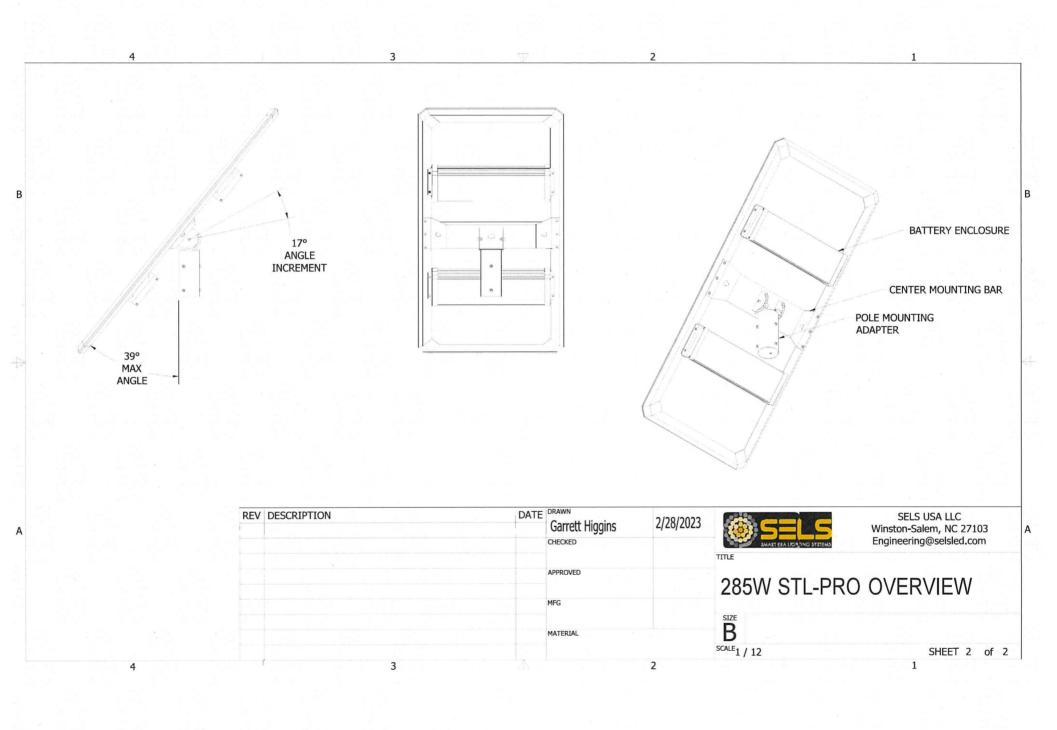
#### **Performance Characteristics**

December Array : Load Ratio	1.87
Battery Autonomy (Hours)	41.02 hrs
Battery Autonomy (Nights)	5.86 days

To ensure maximum operational life, power storage performance derated to include maximum depth of discharge limited to 80%.

**Note:** User defined adjustments may be made by the project owner using SELS' online lighting control platform. The solar lighting controller uses a built-in real-time clock allowing for dusk to dawn transition detection and user selected parameters.







## **Explanation of Solar System Design**

When designing a complete solar powered system, SELS begins with the worst-case load usage, usually winter solstice for a lighting system. To reliably estimate the optimum solar power production to sustain the system indefinitely, we base all calculations around the specific location where the system will be installed. Additionally, because the sun does not shine the same in all locations, we rely on data compiled over decades by the US Department of Energy's National Renewable Energy Lab (NREL). The system sizing is based on Typical Meteorological Year data sets derived from at least 15 years of data in the National Solar Radiation Database (NSRDB), considering also temperature, angle of the solar panel relative to the horizon, and direction of panel relative to the polar azimuth.

Though the design calculations are quite complicated, we can break down the reliability and performance of a solar power system to a single number called Array-to-Load Ratio (ALR). This is an easy to understand concept describing the amount of energy that can be conservatively expected to be generated and stored to the system batteries on a given day, relative to the amount of energy used by the electronic loads of the system. An ALR over 1.3 can be expected to be exceptionally reliable and with SELS' other system design parameters, is guaranteed to operate without failure for 365 days a year, for many years. SELS has hundreds of solar lighting systems installed around the world dating back to 2013 with zero outages or failures. Based on system location and load usage, the proposed design achieves an ALR over 1.87 . with a true battery back up of 5.8 DAYS.

Battery autonomy is defined as the battery's ability to support the system load, under normal operating conditions, with no charging input to the battery. When considering total battery capacity, it is important to differentiate between usable capacity and nameplate capacity. Usable capacity varies based on battery chemistry and treatment. In the case of Lithium Iron Phosphate, we limit the discharge to 80%to maximize the life of the battery system and improve cycle performance.





## **PRICING OPTION**

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS



#### SELS - Smart Era Lighting Systems 4747 Kester Mill Rd, Bldg B Winston-Salem, NC 27103

Quote

704-495-3535 <u>arandall@selssolar.com</u> CustomerService@selsled.com

#### **OPTION 2**

Quote Number: 12524

Date: 3/22/2023

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

Craig Wrathell

gillyardd@whhassociates.com

Reference:

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT - STREET LIGHTS

Qty	Description of Goods & Services	Price	Total
	Solar Street Light, 285W Solar Panel, LifePo4 Batteries, 102,6 Ah, 25.6V, LED Output from Bell head, 90W Multiple Light Distributions according to photometrics, 1,II, III, IV, V, Color Temperature 4000k	\$ 4,045.00	\$ 1,164,960.00
288	Round Tapered Direct Burial Aluminum Pole with Goose Neck arm	\$ 1,380.00	\$ 397,440.00
288	Installation Services per Solar Lighting System	\$ 1,425.00	\$ 410,400.00
6	Product Delivery Schedule	\$ 3,200.00	\$ 19,200.00

NOTE: Tax exempt status at time of order

NOTE: Quote Valid: 60 Days

NOTE: The delivery schedule adheres to the prescribed time frame of 30 days subsequent to receiving a written request from the district.

Taken June 1975	Amount	t § 1,992,000.00
. 355 70.7	Tax	x
		E 1 B 7 E
	Total Quotation Price	\$ 1,992,000.00

This material is intended solely for use by the addressee and its agents at addressee organization. This quote request is sent to compare available offers and does not imply entering into a legally binding agreement. Quote valid for 60 days from date of issue.

Wire Payment Information

Bank Name:

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For and on behalf of

SELS USA LLC

www.SELSLED.com

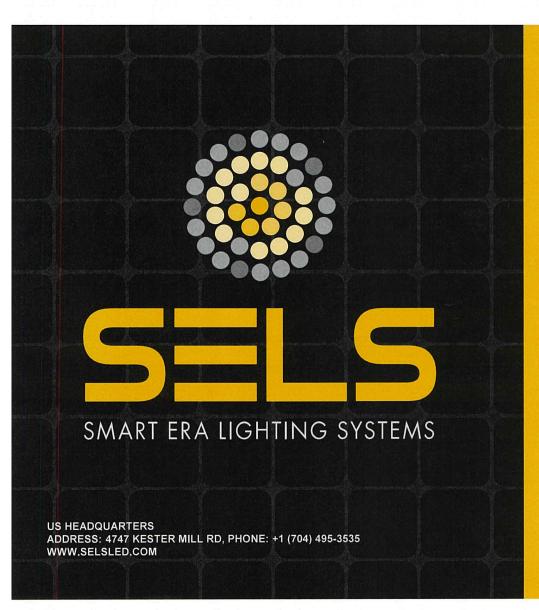
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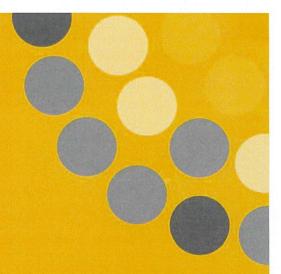




## **SMART CITY CAPABILITIES**

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS





STREET LIGHT
MANAGEMENT PLATFORM

# Smart Solar Streetlighting Control System by SELS



Networked control system addresses the following:



## No Lighting Control

No ongoing control option for changing environmental needs



# High Sustained Cost

Potential labor burdens and power costs associated with device modifications



### Waste

Ineffective lighting strategy resulting in wasted power



# **SELS Smart Street Lighting?**



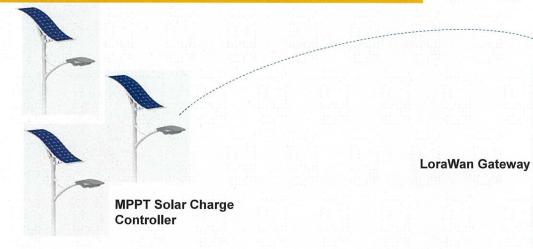




Laws Davies
Long Range
Wide Area, Low Power Consumption
Low Deployment Cost
Bi-direction Bi-direction
Standard LoRaWAN Network/Application Server
Convenient Installation
Easy Network Establishment
Quick LoRa Devices Added
Easy Maintenance















- The charge controller updates the system configuration parameters via gateway by RF signal.
- After receiving the command from the cloud-based system, the gateway will process to light controllers, which updates the parameters programmed to the charge controller. The lamp system now functions according to the prescribed plan.



# **Control System Specs**



WE-GM-10 series gateway is a communication gateway based on LoRaWAN protocol standard. It is a key node device for building low-power wide area networks. The gateway has full-duplex data forwarding capability, meeting the requirements of high communication distance and low power consumption. Used in conjunction with SELS' LoRa enabled solar lighting controller, the user may network up to 2,000 nodes

#### 12V~36V wide voltage DC input

Conforms to LoRoWAN wireless transmission protocol to support transmission and reception of full-duplex LoRa communication

Support multiple network access methods such as 2G/3G/4G and LAN  $\,$ 

Adaptive data transfer rate

Output power up to 23dBm

Sensitivity dropped to -142.5dBm

Supports 8 channels concurrently, with up to 2,000 accessible nodes

The farthest transmission distance is 15km (line of sight), 2km (city distance)

Supports various operating frequencies such as US915MHz, EU868MHz, CN470MHz, AU915MHz

Effective lightning protection grounding protection



# **Performance Parameters**





#### Communication parameters:

Operating frequency: US915MHz/EU868MHz/CN470MHz/AU915MHz

Channels: 8 125KHz, rate adaptive, support for spreading factor SF7-SF12

Transmit power: < 23dBm

Receive sensitivity: > -142.5dBm

Transmission distance: 2Km (city) / 15Km (line of sight)

Access method: LAN, 2G/3G/4G

Data Protocol: UDP/TCP/MQTT

LoRa antenna: T-NC female interface

4G antenna: T-NC female interface



# SELS Smart Street Light Controller (Nodes)



No-Load-Loss: 42mA/12V; 23mA/24V

System Voltage: 24V

**Charging Current: 15A** 

Max.Solar Panel Power: 200W/12V; 400W/24V

Solar Panel Input voltage: <60

MPPT Tracking Efficiency: >99%

Charging Conversion Efficiency: 93% to 96%

Load Conversion Effiency: 92% to 96%

Output Current: 70mA to 5600mA

Load Current Accuracy: Load Current>300mA

Max Load Power: 80W/12V; 160W/24V

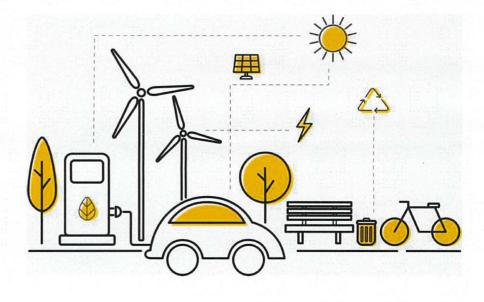






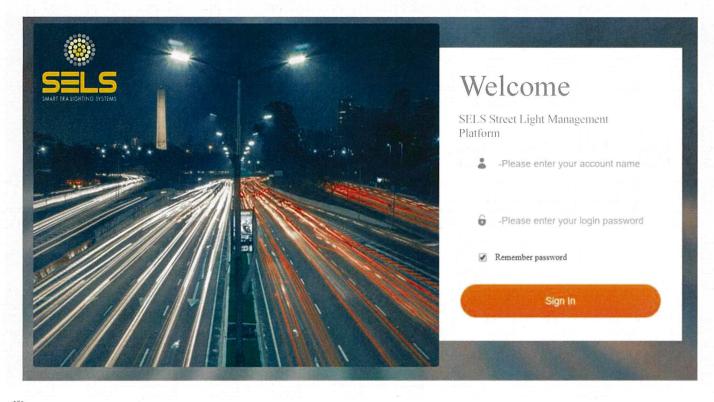


# SELS Street Light Management Platform





# Welcome Page







www.selsled.com

SELS Solar Lighting

# Main Page



Notice: No announcement information!







#### **Project Summary**

Show your general project situation, real-time data, project editing, permission allocation; manage project grid and street lamp attribute association to provide you with a concise project overview



#### Project management

View and manage your device information and various editing settings according to the project classification, flexibly use the grouping strategy to control large area switch, brightness and so



#### Video surveillance

Display all surveillance videos, real-time synchrotious viewing, sharpness, probe direction can be flexibly controlled.



#### Weather monitoring

Display the surrounding environment information detected by intelligent devices, multi-faceted auxiliary setting of the correct brightness strategy of awatching lights, so that the lighting control equipment more in line with the needs of life



#### GIS map

GIS maps fully display the lighting control under the flag, and display differently according to different equipment types and different equipment status, so as to facilitate users to quickly view and control the operation accordingly.



#### Alarm maintenance

Remind the wear and tear status of the equipment in real time, manage the basic information of the maintenance personnel, and quickly check the work status of the



#### Historical data

Through lists, histograms and polygonal maps to show the trend of data diversification, flexible selection of equipment for comparative operation, so that equipment management is clearer and reporting is simpler.



#### User management

View your basic personal information, as well as geographical and permission information, to control the various permissions of your sub-account.



#### Operation log

Real-time display platform account operation status, keyword query, classification search, fast traceability of historical operations.

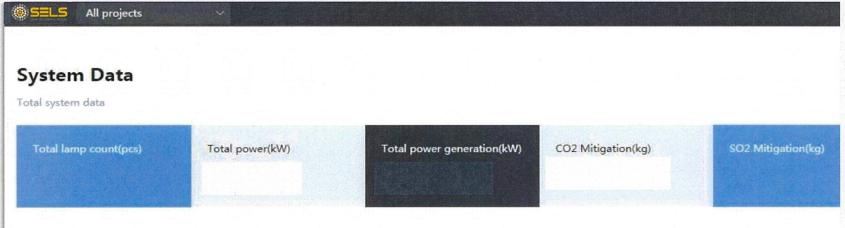


www.selsled.com **SELS Solar Lighting** 



# System Data







### **Project Summary**

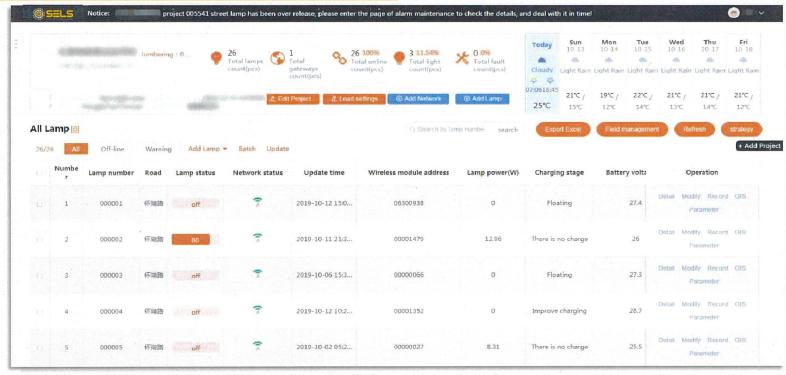
Show your general project situation, realtime data, project editing, permission allocation; manage project grid and street lamp attribute association to provide you with a concise project overview Shows total lamps currently managed by your account



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**SELS Solar Lighting** 

# **Project Management**





project management

View and manage your device information and various editing settings according to the project classification, flexibly use the grouping strategy to control large area

switch, brightness and so on.

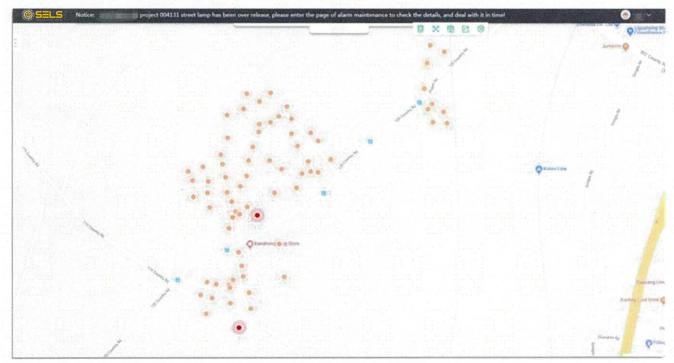
User can monitor and manage all the lamps under the same project.



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**SELS Solar Lighting** 

# GIS Map







## GIS map

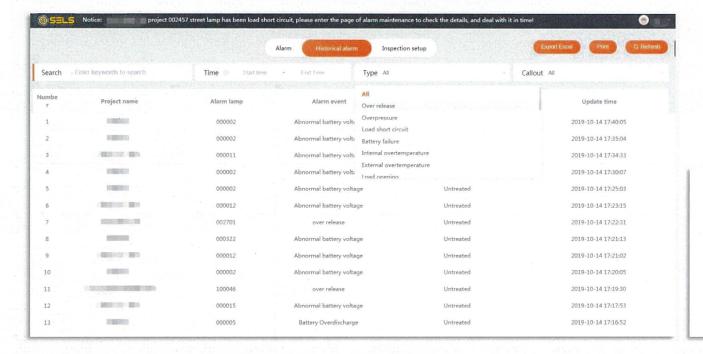
GIS maps fully display the lighting control under the flag, and display differently according to different equipment types and different equipment status, so as to facilitate users to quickly view and control the operation accordingly.

Support positioning and GIS map presentation



www.selsled.com SELS Solar Lighting

# Alarm Report and Maintenance







#### Alarm maintenance

Remind the wear and tear status of the equipment in time, synchronize the maintenance status of the equipment in real time, manage the basic information of the maintenance personnel, and quickly check the work status of the maintenance personnel.

View detailed alarm reports and historical alarms



www.selsled.com

**SELS Solar Lighting** 

# **System Requirements**

**SELS or Customer Admistrated** 



Virtual Private Server (Microsoft Azure, AWS, Google Cloud, etc.)

4G Cellular Subscription (Verizon, AT&T, etc.)

Internet Accessible Computer Terminal for Modifications and Alerts









## **WARRANTY INFORMATION**

# HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS



### Smart Era Lighting Systems 4747 Kester Mill Rd, Winston-Salem, NC 27103 p. (704) 495-3535 | f. (336) 997-9790 CustomerService@SELSLED.com

#### **SELS Full Product Warranty**

#### Introduction

Thank you for your recent purchase of SELS solar powered products manufactured by Smart Era Lighting Systems (SELS USA LLC). SELS manufactures to the highest international standards of quality and reliability, and we stand by this product with a full 10-year warranty.

#### Warranty Coverage

SELS USA LLC warrants the following components according to the corresponding time periods.

Photovoltaic (Solar) Panels - 20 years from date of purchase.

Electrical components including batteries, electronics, power management hardware, lighting fixtures, wiring and connectors – 10 years from date of purchase.

Mounts & Hardware - 10 years from date of purchase.

Within the period of this warranty, SELS USA LLC will repair or replace, free of charge, any component proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized SELS technician. All expenses related to replacing or repairing a defective part under this warranty shall be assumed by SELS USA except for the following exclusions, which shall be assumed by the buyer.

#### Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- 1. Damage resulting from misuse, abuse, accidents, alterations, or improper installation, Acts of God
- 2. Repairs carried out by non-authorized installers or repairers, or the cost of correcting such unauthorized repairs.

#### How to Obtain Services

In the unlikely event of a component failure affecting product performance, the customer should contact SELS customer service department to request an evaluation and warranty claim. SELS will send out an authorized representative to evaluate the defect material and, if necessary, deliver a replacement at no cost to the customer. This process can be initiated by calling SELS Customer Service at (704) 495-3535 or emailing at <a href="mailto:customerService@SELSLED.com">CustomerService@SELSLED.com</a>. In order to track warranty entitlement, SELS solar product must be purchased from an authorized retailer or distributor, record of which may be obtained through said dealer.

### Limitation on Liability

In no event shall SELS USA LLC be liable for consequential damages for breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.





## **E PERIENCE AND REFERENCES**

## HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS



### SMART ERA LIGHTING SYSTEM EXPERIENCE – www.SELSsolar.com

### CITY OF SARASOTA, FL

#### BENJAMIN FRANKLIN DR.

The Benjamin Franklin Dr Solar Lighting Project was undertaken by the City of Sarasota, Florida, which is renowned for its commitment to preserving the environment and promoting sustainability, while striving to create a world-class community that is attractive to visitors from all over the world.

The project involved the installation of solar lighting along the 1.6-mile stretch of Benjamin Franklin Drive, which runs from St Armand's Circle to Ted Spurling Nature Park. Due to the location's sensitivity as a sea turtle nesting beach, high-end condominiums and hotels, and its placement within the Coastal Construction Control Line, the City faced a significant challenge in finding the best lighting solution.

To address these challenges, the City enlisted the services of external engineering firms, the Florida Fish and Wildlife Conservation (FWC), and its own engineering team to evaluate the project's needs. After careful consideration, SELS was chosen to design and engineer the lighting for this unique project.

The SELS team faced numerous challenges, including the need for the lighting to be environmentally sensitive due to the presence of sea turtles in the nesting area. The team evaluated lighting spectrum and cut-off options to minimize light trespass and promote marine turtle conservation. In addition, the lighting design had to meet the lighting standards of both the FWC and the Department of Transportation (DOT), with their differing requirements for amber color, non-intrusive, low-height luminaires and bright, clear lighting with high uniformity.

Furthermore, the team had to contend with other challenges such as high winds, storm surge during hurricanes, and a high water table during construction. Despite these obstacles, the project was successfully completed, making it the first large-scale solar lighting project to be approved by both the FWC and DOT.

The Benjamin Franklin Dr Solar Lighting Project represents a significant milestone in the use of solar-powered lighting for cities and municipalities. At SELS, we are proud of our ability to meet the challenges posed by this project and position ourselves as leaders in commercial solar-powered solutions.

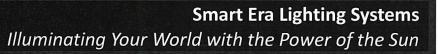
Robert R. Heggan, Jr., P.S.M., P.L.S. Coordinator - Capital Projects / City Surveyor

Phone: (941) 263-6137

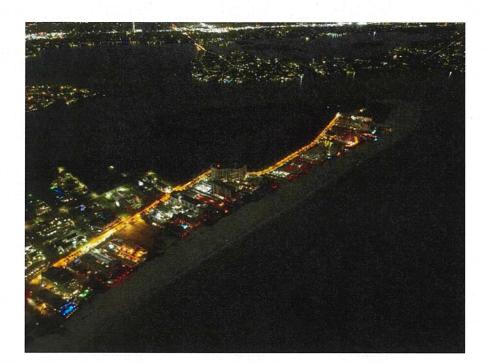
Mobile: (941) 724-9636

Email: robert.heggan@sarasotafl.gov

1761 12th Street, Sarasota, FL 34236

















### US CUSTOMS AND BORDER PROTECTION

The Customs and Border Protection, being the primary agency responsible for ensuring the security of the United States borders, had a pressing need for reliable and efficient power and lighting systems to support the activities and operations of their personnel. Given the remote locations of some of their facilities and the challenging terrain in which they operate, the agency sought to procure solar power generators and light towers that could provide a sustainable and cost-effective solution to their power needs.

The specifications provided by the Customs and Border Protection were extensive and highly demanding, reflecting the criticality of their operations and the need for reliable and robust equipment. The agency required systems that could withstand extreme weather conditions, operate silently to avoid detection, high lumen luminaires, and offer long-lasting performance without the need for frequent maintenance.

In this context, SELS, stepped up to the challenge and offered a range of products that met and exceeded the specifications put forward by the Customs and Border Patrol. SELS worked closely with the agency to understand their unique needs and developed a custom-designed model that could offer the best possible performance in the challenging conditions faced by the organization.

The result of this collaboration was a solar power generator and light tower system that not only met but surpassed the expectations of the agency. The system was designed to offer long-lasting performance, withstanding harsh weather conditions and providing a reliable source of power and illumination to support the activities of the Customs and Border Patrol personnel.

In summary, the partnership between the Customs and Border Protection and SELS resulted in the successful procurement of a highly specialized and unique solar power generator and light tower system, tailored to the demanding needs of the organization. The solution provided by SELS demonstrated their commitment to providing sustainable and high performance solar powered solutions that meet the needs of their clients, while also showcasing their expertise and innovation in the field of renewable energy.

Vincent Kraft

**Supervisory Mission Support Specialist** 

**U.S. Customs and Border Protection** 

Office of Field Operations

San Luis, Arizona Port of Entry

Office: 928.627.8854 ext. 7370

Mobile: 520.289.1037

vincent.kraft@cbp.dhs.gov

Mistelle Watkins

**Contracting Officer** 

**Border Enforcement Contracting Division** 

**Customs and Border Protection** 

Dept. Homeland Security

Email: mistelle.watkins@cbp.dhs.gov

















### PROVO, UTAH

### PROVO RIVER PARKWAY SYSTEM

The Provo River Parkway System is a highly-regarded trail system that continues to expand and enhance its offerings. Its origins lie at Utah Lake State Park, where the Provo River meets the lake, and the Provo River Trail follows the river's meandering path through Provo City and Provo Canyon. The Parkway caters to a variety of outdoor enthusiasts, including walkers, joggers, bicyclists, horseback riders, and rollerbladers, and spans over 15 miles across city and county-operated parks, residential areas, and commercial districts.

Provo City is dedicated to fostering a strong economy, nurturing a healthy community, and preserving the environment. With these goals in mind, the city strives to create a sustainable community that can endure and thrive for future generations.

To advance its sustainability objectives, Provo City partnered with SELS to provide Solar Park Lighting for the expansive trail. SELS was selected due to its reputation and expertise in the field. One of the main advantages of SELS' solar lighting solution is its real-time monitoring and control capabilities, which can be accessed via any web-enabled device.

Currently, SELS has installed its solar lighting solution along 1.9 miles of the trail, with plans to cover all areas that require safety lighting. The versatile STL PRO Solar Lighting model was used for this project, which features an 18ft pole and a dark sky-compliant luminaire. The solar lighting system was placed at an average of 165 ft apart, ensuring uniform illumination of the trail while minimizing any impact on the surrounding wildlife and ecosystems.

SELS is honored to continue its partnership with Provo City and to contribute to the enhancement and preservation of one of the most iconic trails in the United States.

John V. Bunderson

**Provo Parks & Recreation** 

Parks Project Manager

office: (801) 852-6643

email: JBunderson@provo.org











SELS USA LLC (Smart Era Lighting Systems)



## City of Augusta, SC

### **RIVERVIEW PARK**

Riverview Park is a central recreational complex in North Augusta, South Carolina, which hosts the national amateur basketball recruiting showcase, EYBL Nike Peach Jam, attracting thousands of visitors annually. The City was concerned about the safety of visitors in the park during the evening due to insufficient lighting in the parking lots, roads, and playgrounds.

The Director for Parks, Recreation & Tourism, Rick Meyer, evaluated various options and suggested exploring solar lighting as a potential solution. As a park that is in use throughout the year and receives hundreds of visitors every day, compromise on the use of facilities or the safety of visitors is not an option. The City of North Augusta chose SELS and our Charleston Distributor, Supergreen Solutions, to provide high-quality solar lighting across the vast 149-acre park.

SELS and Supergreen Solutions developed a cost-effective installation plan using the ST-series solar lighting system, which met the lighting requirements without the need for wiring, and eliminated the monthly power bill for outdoor lighting. The project was completed in January 2020, resulting in significant cost savings for the City. The solar lighting system provided the necessary lighting at a fraction of the cost of traditional systems, resulting in substantial ongoing savings.

Rick Meyer

Director, Parks, Recreation, & Tourism

North Augusta Parks, Recreation & Tourism

PO Box 6400

North Augusta, SC 29861-6400

Office: 803.441.4301

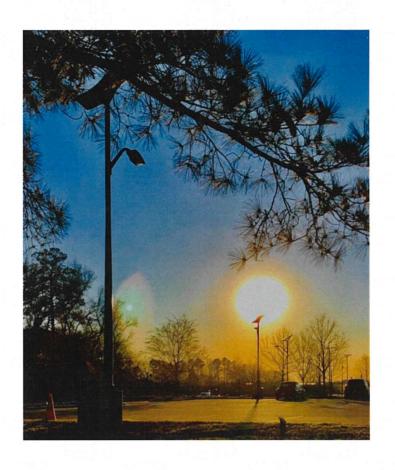
Fax: 803.441.4319

rmeyer@northaugusta.net

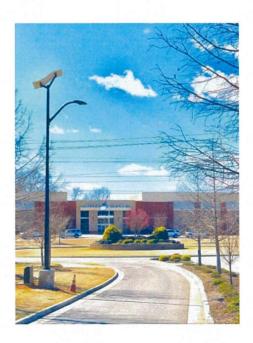
www.northaugusta.net













#### LYNWOOD, CA

#### **RICARDO LINEAR PARK**

The Ricardo Lara Linear Park in Lynwood, California serves as an exemplary model of repurposing underutilized land to meet the needs and aspirations of a historically marginalized community. The park was created to address the negative impacts of a massive freeway corridor that has burdened the community for decades, with the aim of restoring a sense of community among its residents.

Today, Ricardo Lara Linear Park stands as a vibrant community asset, featuring flourishing community gardens, playgrounds bustling with children, and aesthetically pleasing solar lighting that provides safety during evening hours. The park has successfully transformed the infrastructure that once divided and isolated the community into a unifying and valuable amenity.

The park's excellence was recognized in 2018 when it won the Urban Open Space Award, the Community Impact Award from the Urban Land Institute, and the Southern California Honor Award from the American Society of Landscape Architects. Beyond its recreational and aesthetic benefits, the park also plays a critical environmental role by filtering stormwater along an I-105 freeway embankment.

Given the park's environmental responsibility, it was imperative that any lighting solutions be equally sustainable. After experiencing poor-quality solar lighting in the past, the City of Lynwood sought a trustworthy partner in SELS to provide reliable and sustainable lighting for this mile-long park. SELS successfully demonstrated its solar lighting technology, rebuilding trust in solar lighting as a viable option for future ambitious projects.

SELS' SP-Series Solar Park lamps were installed in the park, providing safety lighting to an area that had previously been five acres of fallow land along the freeway corridor. This innovative lighting solution is not only functional but also serves as a high-value community amenity that offers much-needed environmental and recreational benefits.

Jennifer Hernandez

City of Lynwood | Public Works Department

11330 Bullis Road

Lynwood, CA 90262

T: (310)603-0220, ext. 827

Email: jhernandez@lynwood.ca.us













SELS USA LLC (Smart Era Lighting Systems)

4747 Kester Mill Rd. Winston Salem, NC, 27103 Office: (704) 495-3535



#### CLEMSON, SC

#### **CLEMSON UNIVERSITY**

Clemson University engaged in a project to evaluate the performance and durability of solar lighting systems at two of its facilities. The university's engineering department led this initiative to educate students about the potential of solar power systems and their ability to perform comparably to grid-connected lighting systems. The university considered several options and ultimately selected SELS for its advanced technology, aesthetic appeal, intellectual property, and communication system that provided real-time data for analysis by students.

For SELS, this project was noteworthy not only because it involved educating customers but also because it offered an opportunity to demonstrate the viability of sustainable solutions in terms of cost-effectiveness, design, and technology while matching the performance of grid-connected alternatives. SELS provided the necessary materials and expertise to design and implement the system, which was installed by the university's facilities team. Since its installation over four years ago, the system has operated without any issues or outages. The success of this project was documented in November 2018.

SNOWIL LOPES | CLEMSON UNIVERSITY

**Energy Engineer and System Analyst** 

**University Facilities Utility Services** 

Email: snowil@clemson.edu

www.SELSsolar.com











SELS USA LLC (Smart Era Lighting Systems)

www.SELSsolar.com

4747 Kester Mill Rd, Winston Salem, NC, 27103 Office: (704) 495-3535



#### **MYRTLE BEACH, SC**

#### **MYRTLE BEACH CONVENTION CENTER**

The City of Myrtle Beach in South Carolina is renowned for its natural beauty, outdoor activities, and hosting millions of visitors annually for both leisure and business. The Myrtle Beach Convention Center is the largest of its kind in the southeast, making it a crucial hub for various events and gatherings.

In 2018, the Convention Center embarked on a modernization project that aimed to upgrade the outdoor lighting, landscaping, and amenities. While the landscaping and hardscaping design went smoothly, the cost of running wires to the new light locations proved to be a significant challenge. To find a cost-effective solution, the project team evaluated multiple options, ultimately deciding to go with solar lighting.

After extensive research, the Convention Center selected SELS as their solar lighting partner. One of the main reasons for choosing SELS was their custom-engineered solutions that cater to specific location requirements. SELS presented a solution that was significantly below the total cost of running wiring and did not involve landscape destruction or remediation.

SELS installed ST-series area lights, commercial-quality landscape lighting, and a charging station in less than a week with minimal disruption to operations, as per the project timeline in June 2018. The installation provided the Convention Center with an eco-friendly and cost-effective lighting solution that enhances the aesthetic appeal of the facility while saving on energy costs.

Paul Edwards - General Manager Myrtle Beach Convention Center

2101 North Oak Street, Myrtle Beach, SC 29577

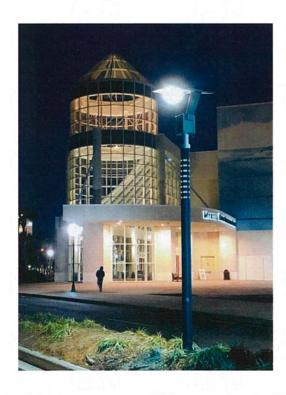
T: (843) 385-1513

Email: PEdwards@cityofmyrtlebeach.com













### **OUR CLIENTS**

SELS is proud to work with a diverse group of municipalities, universities, and corporations. Listed below are our most successful projects.

Our goal is to combine excellent engineering with the latest design aesthetics to bring the highest quality solar products to satisfy every client's specific needs.



















City of

































































ames







#### **OUR FAMILY OF PRODUCTS**

#### HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN

#### Solar Park and Pathway



### Family of Products

**Solar Charging Stations** 

#### Solar Street Lighting



#### **Fully Integrated Lighting**





SB1010



SB1060

Solar Transit

SP9556

SP9555

SP9557



Solar Bollards



**Pucks and Pavers** 



Mobile Power Unit



### Features Provided:



#### Security Surveillance

Utilize our patent pending camera design system to keep your property safe.



#### AC Power

120 volt output supports NEMA 5-15 ground and ungrounded plugs for powering large electric devices.



#### LED Lighting

Lighting Color Options: 2200K - 5000K Lumen Options: 150 Lumens per Watt



#### Fully Programmable

Dimming and lighting schedule is customizable to customer needs. Monitor power usage on the web.



#### **USB** Charging

Plug in a USB cord to charge or power any device.



Extend your current wifi network or create a new one utilizing LTE connectivity.



#### Wireless Charging

Fast-charge any phone, tablet, headphones or other devices that are wireless charging compatible.



#### Bluetooth Speaker

Connect your device and play music to elevate the ambiance.





#### **INSURANCE**

#### HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/7/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	is certificate does not confer rights							require an endorsemen	t. A statement o	n
	DUCER				CONTAC NAME:	CT				
	rld Insurance Associates, LLC S Shrewsbury Ave				PHONE (A/C, No, Ext): 732-380-0900 (A/C, No):					
	te 200				E-MAIL ADDRESS:					
Tin	Tinton Falls NJ 07701					INS	NAIC#	ŧ		
				License#: BR-961573	INSURE	RA: Century	Surety Comp	any	36951	Ĺ
INSU				SELSUS0001	INSURE	кв: Clear Sp	ring Property	and Casualty Company	15563	3
	LS USA LLC 7 Kester Mill Rd				INSURE	R c : LLoyds c	of London		15792	2
	iston Salem NC 27103			- ×	INSURE	RD:				
- 1					INSURE	RE:				
				1 11	INSURE	RF:				
CO	/ERAGES CE	RTIFIC	ATE	NUMBER: 2126582707				REVISION NUMBER:		
IN CE EX	IIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTA POLIC	EMEI AIN, IES.	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES REDUCED BY I	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO WHICH TH	IS
INSR LTR	TYPE OF INSURANCE	ADDL S INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S	
Α	X COMMERCIAL GENERAL LIABILITY	Y		CCP- 1038071		2/22/2023	2/22/2024	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		.						MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	POLICY PRO- X LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
	OTHER:							DED	\$ 500	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO				-			BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY HIRED NON-OWNED							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR					5 =		EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MAD							AGGREGATE	\$	
	DED RETENTION\$								\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CS-WK-000012487-0		8/30/2022	8/30/2023	X PER OTH-		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) LOCATION ADDRSS: 4747 KESTERMILL ROAD, WINSTON SALEM, NC 27103

ANE425827121

Said insurance shall name NRPA, The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County, its officials, directors, officers, agents and employees (collectively, its "Representatives") are included as Additional Insured with respects to General Liability and Automobile Liability coverages.

8/30/2022

CERTIFICATE HOLDER	CANCELLATION
SELS USA LLC  Kes e M R  W s o S e NC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

E.L. EACH ACCIDENT

LIMIT

8/30/2023

E.L. DISEASE - POLICY LIMIT

E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

\$ 1,000,000

\$1,000,000

\$1,000,000

AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

PROFESSIONAL LIABILITY

If yes, describe under DESCRIPTION OF OPERATIONS below

(Mandatory in NH)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2023

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

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

PRODUCER		l NA	AME:			×			
BIBERK		PH	PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No): 203-654-3613						
P.O. Box 113247		E-	E-MAIL ADDRESS: customerservice@biBERK.com						
Stamford, CT 06911				URER(S) AFFOR	DING COVERAGE	NAIC	C.#		
		IN			t Insurance Company	1039	17/		
INSURED									
Sels USA LLC		INSURER B:							
Smart Era Lighting Systems		SURER C :							
NAME AND ASSOCIATIONS OF STREET, OF STREET,	4747 Kester Mill Rd						_		
Winston-Salem, NC 27103		IN	SURER E :						
		IN	SURER F:						
		NUMBER:			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PRESCLUSIONS AND CONDITIONS OF SUCH POLICIES.	UIREMEI RTAIN,	NT, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY CONTRACT BY THE POLICIES	OR OTHER DESCRIBED	OCUMENT WITH RESPEC	CT TO WHICH T	THIS		
INSR LTR TYPE OF INSURANCE IN	DDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S			
COMMERCIAL GENERAL LIABILITY				,	EACH OCCURRENCE	s	0		
CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	0		
SEAMO MARE SOCIAL		Table 10 Process			MED EXP (Any one person)	\$	0		
			>						
					PERSONAL & ADV INJURY	\$	0		
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	0		
POLICY JECT LOC				-	PRODUCTS - COMP/OP AGG	\$	0		
OTHER:	_				COMPINED SINGLE LIMIT	\$			
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$			
ANY AUTO	-			-	BODILY INJURY (Per person)	\$			
OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$			
HIRED NON-OWNED AUTOS ONLY	-				PROPERTY DAMAGE (Per accident)	\$			
		×			, = 1	\$			
UMBRELLA LIAB OCCUR	100			_	EACH OCCURRENCE	\$			
EXCESS LIAB CLAIMS-MADE		j		-	AGGREGATE	\$			
DED RETENTION \$	-					\$	-		
WORKERS COMPENSATION					X PER OTH-	•			
AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE  Y / N						\$2,000,000			
A OFFICER/MEMBER EXCLUDED? Y N	/ A	N9WC899080	02/25/2023	02/25/2024	E.L. EACH ACCIDENT				
(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE		_		
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$2,000,000			
Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE  Exclusions: Rafael Badilla; Additional Named Insured: Smart Era Lig			may be attached if more	e space is require	ed)				
				0 01011101					
CERTIFICATE HOLDER		С	ANCELLATION	IA 10					
Sels USA LLC 4747 Kester Mill Rd			DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.					
Winston-Salem, NC 27103-	Al	AUTHORIZED REPRESENTATIVE Rafesh 61/20							





#### **FINANCIALS**

### HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN

#### SELS USA LLC FINANCIAL

STATEMENTS December 31, 2022

Brown Jenkins & Oneyear, P.A.

Certified Public Accountants

Brown Jenkins & Oneyear, P.A. Certified Public Accountants 326 South Main Street Winston-Salem, NC 27101

To the Shareholder(s) SELS USA LLC 4747 Kester Mill Rd Winston-Salem, NC 27103

Management is responsible for the accompanying financial statements of SELS USA LLC (an S Corporation), which comprise the statement of assets, liabilities, and equity - income tax basis as of December 31, 2022, and the related statements of revenue and expenses - income tax basis for the twelve months and twelve months then ended in accordance with the income tax basis of accounting, and for determining that the income tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the income tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Brown Jenkins & Oneyear, P.A.

Br Teaking Hongen

February 10, 2023

#### Profit and Loss

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	TOTAL
Income	
Refunds-Allowances	-118.66
Sales	1,957,602.95
Sales of Product Income	1,316,293.11
Shipping Income	-100.00
Total Income	\$3,273,677.40
Cost of Goods Sold	
Cost of Goods Sold	1,170,479.94
Customs Clearance	38,486.94
Duties and Taxes	20,685.15
Inventory Shrinkage	-1,200.00
Job Supplies	4,853.64
Merchant Fees	47.58
Shopify Fees	972.66
Total Merchant Fees	1,020.24
Shipping, Freight, & Deliver - COS	151,190.79
Total Cost of Goods Sold	\$1,385,516.70
GROSS PROFIT	\$1,888,160.70
xpenses	
Advertising & Marketing	26,355.50
Ask My Accountant	-28,497.17
Bank Charges & Fees	2,658.15
Car & Truck	19,127.73
Charitable Contributions	300.00
Commissions & Fees	45.00
Computer & Internet Expenses	8,508.55
Contractors	230,443.25
Dues & Subscriptions	555.68
Equipment Rental	4,366.70
Insurance	12,867.20
Interest Paid	6,113.07
Legal & Professional Services	56,435.97
Meals & Entertainment	19,755.95
Melio Credit card fee	105.00
Office Supplies & Software	26,578.78
Other Business Expenses	54.80
Patent	2,251.34
Payroll Expenses	2,23 1.0
Taxes	23,184.45
Wages	297,528.35
Total Payroll Expenses	320,712.80

#### Profit and Loss

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Dece e

		TOTAL
QuickBooks Payments Fees	2	2,828.65
R&D		33,964.16
Reimbursable Expenses		10,103.80
Rent & Lease		38,113.00
Repairs & Maintenance		9,211.83
Small Tools and Equipment		2,489.44
Taxes & Licenses		14,014.00
Telephone		13,557.81
Trade Show Expense		12,378.80
Training and Education		2,354.22
Travel		30,300.23
Travel Meals		2,896.34
Utilities		7,857.57
Total Expenses		\$888,808.15
NET OPERATING INCOME		\$999,352.55
Other Income		
Cash Back Reward		318.04
Insurance Proceeds		14,228.98
Interest Earned		23.32
Total Other Income		\$14,570.34
Other Expenses		
Other Miscellaneous Expense		105.00
Penalties		3,222.69
Total Other Expenses		\$3,327.69
NET OTHER INCOME		\$11,242.65

#### B ce S ee

#### As o Dece e

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking 8815 - 5	34,024.73
Checking Truliant (3926)	244,175.00
First Horizon Checking - 6716	3,167.27
First Horizon Savings - 6695	1,479.12
Paypal	103.47
Primary Business Checking (2997)	-965.44
SAVING ACCOUNT SUNTRUST	49,241.83
Savings Truliant (3918)	226,430.89
Truist Checking (9402)	-50.20
Total Bank Accounts	\$557,606.67
Accounts Receivable	
Accounts Receivable (A/R)	278,288.72
Total Accounts Receivable	\$278,288.72
Other Current Assets	
Escrow Money	50,000.00
Inventory Asset	1,404,325.00
Prepaid Expenses	20,467.00
Surety & Construction Bonds	0.00
Uncategorized Asset	-6,569.11
Undeposited Funds	0.00
Total Other Current Assets	\$1,468,222.89
Total Current Assets	\$2,304,118.28
Fixed Assets	
Accumulated Depreciation	-17,576.88
Computer Equipment	5,239.22
Furniture & Fixtures	5,818.2 <sup>-</sup>
Leasehold Improvements	3,185.65
Machinery & Equipment	2,868.54
Vehicles	22,283.47
Total Fixed Assets	\$21,818.21
Other Assets	
506 Investments Loan Receivable	0.00
Due to/From GRUPO ABA	10,030.00
Fraud Charges	0.00
Loan to CR Housing Developments	5,000.00

#### B ce S ee

#### As o Dece e

	TOTAL
Loans to Simplified	12,000.00
Security Deposits Paid	0.00
Total Other Assets	\$27,030.00
TOTAL ASSETS	\$2,352,966.49
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	239,085.35
Total Accounts Payable	\$239,085.35
Credit Cards	
Blue Business Cash(TM) (1002) - 3	18,439.47
CHASE CREDIT CARD (2896)	37,190.32
Total Credit Cards	\$55,629.79
Other Current Liabilities	
506 Investments Loan Payable	10,340.22
California Department of Tax and Fee Administration Payable	15,675.94
Direct Deposit Payable	0.00
Ecoterra Loan Payable	299,598.56
Florida Department of Revenue Payable	0.00
Illinois Department of Revenue Payable	0.00
Loan from Shareholder	0.00
Missouri Department of Revenue Payable	0.00
North Carolina Department of Revenue Payable	20,567.69
Ohio Department of Taxation Payable	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	
Federal Taxes (941/943/944)	1,840.05
Federal Taxes (941/944)	0.00
Federal Unemployment (940)	689.49
NC Income Tax	17,894.00
NC Unemployment Tax	2,895.48
Total Payroll Liabilities	23,319.02
Sales Tax Payable	-93.75
South Carolina Department of Revenue Payable	0.00
Utah State Tax Commission Payable	0.00
Total Other Current Liabilities	\$369,407.68

#### B ce S ee

#### As o Dece e

	TOTAL
Long-Term Liabilities	a.
Note Payable - Colorado	11,301.78
Note Payable - F150	-5,392.10
SBA LOAN	142,707.00
Total Long-Term Liabilities	\$148,616.68
Total Liabilities	\$812,739.50
Equity	
Opening Balance Equity	-16,901.67
Paid in Capital	194,525.47
Retained Earnings	1,258,724.81
S Distributions	-11,850.71
Net Income	115,729.09
Total Equity	\$1,540,226.99
TOTAL LIABILITIES AND EQUITY	\$2,352,966.49





SUNBI REGISTRATION

### HAMMOCK OAKS COMMUNITY SOLAR STREET LIGHTS

ILLUMINATING YOUR WORLD WITH THE POWER OF THE SUN

### State of Florida Department of State

I certify from the records of this office that SELS USA LLC is a limited liability company organized under the laws of the State of Florida, filed on February 7, 2019, effective February 5, 2019.

The document number of this limited liability company is L19000039084.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 2, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of March, 2023

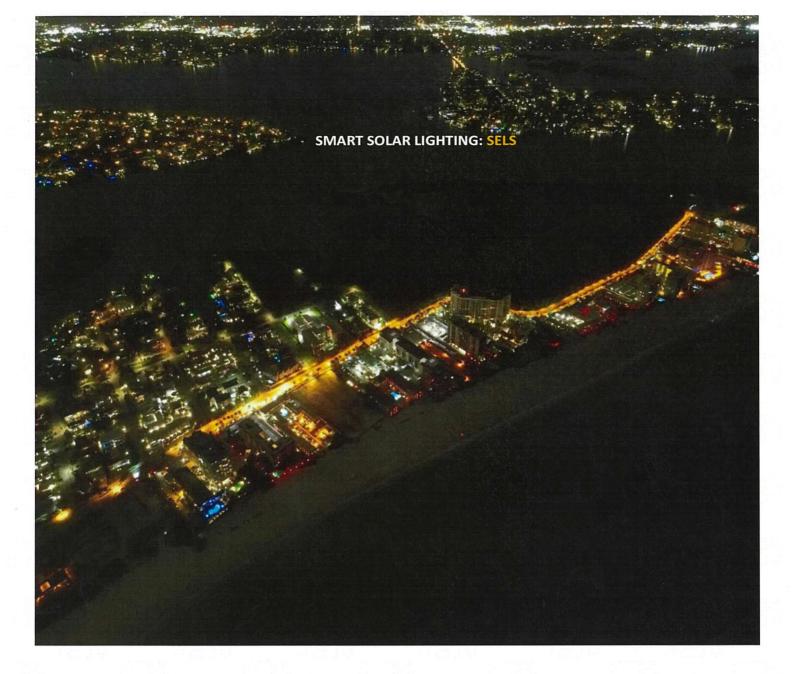


Secretary of State

Tracking Number: 3591620771CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication





4747 Kester Mill Rd, Winston-Salem, NC 27103 704-495-3535

E- MAIL

INFO@SELSSOLAR.COM

www.SELSsolar.com

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

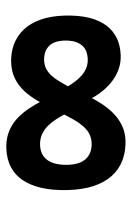
#### HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR PROPOSALS – STREET LIGHTS EVALUATION MATRIX

RFP FOR STREET LIGHTS	PRELIMINARY REQUIREMENTS	SCHEDULE	Experience	FINANCIAL CAPACITY	PRICE	TOTAL POINTS
PROPOSER	Pass/Fail	10 Points	35 Points	10 Points	45 Points	100 Points
Recovered Energy Technologies USA Inc.						
SELS USA LLC						
NOTES:						
Completed by:Board Member's Sign:	ature		Date:			

Printed Name of Board Member

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT



#### **RESOLUTION 2023-01**

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, Florida Statutes; and

**WHEREAS**, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT:

- 1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
- **2. PRINCIPAL HEADQUARTERS.** The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of and within the Town of Lady Lake, Lake County, Florida.
  - **3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of April, 2023.

ATTEST:	HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT
	Chair/Vice Chair, Board of Supervisors

## HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED FEBRUARY 28, 2023

## HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS FEBRUARY 28, 2023

	General Fund		Debt Service Fund		Total Governmental Funds	
ASSETS						
Cash	\$	5,988	\$	-	\$	5,988
Undeposited funds		4,241		-		4,241
Due from general fund		-		171		171
Total assets	\$	10,229	\$	171	\$	10,400
LIABILITIES AND FUND BALANCES Liabilities: Accounts payable	\$	4,058	\$	171	\$	4,229
Due to Landowner				1,663		1,663
Due to debt service fund		171		-		171
Landowner advance		6,000		4 004		6,000
Total liabilities		10,229		1,834		12,063
Fund balances: Restricted for:						
Debt service		-		(1,663)		(1,663)
Total fund balances		-		(1,663)		(1,663)
Total liabilities and fund balances	\$	10,229	\$	171	\$	10,400

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED FEBRUARY 28, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES Landowner contribution	\$ 4,070	\$ 32,105	\$ 95,790	34%
Total revenues	4,070	32,105	95,790	34%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	-	101	25,000	0%
Engineering	-	-	2,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent**	-	-	1,000	0%
Trustee***	-	-	5,000	0%
Telephone	16	83	200	42%
Postage	-	-	500	0%
Printing & binding	42	208	500	42%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges Website	-	12	500	2%
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	, -	210	0%
Total professional & administrative	4,058	27,259	95,790	28%
Excess/(deficiency) of revenues				
over/(under) expenditures	12	4,846	-	
Fund balances - beginning	(12)	(4,846)	-	
Fund balances - ending	\$ -	\$ -	\$ -	

<sup>\*</sup>This expense will be realized the year after the issuance of bonds.

<sup>\*\*</sup>This expense will be realized when bonds are issued

<sup>\*\*\*</sup>This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED FEBRUARY 28, 2023

	Current Month	Year To Date	
REVENUES	\$ -	\$ -	
Total revenues			
EXPENDITURES Debt service			
Cost of issuance	171	171	
Total debt service	171	171	
Excess/(deficiency) of revenues over/(under) expenditures	(171)	(171)	
Fund balances - beginning Fund balances - ending	(1,492) \$ (1,663)	(1,492) \$ (1,663)	

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

### MINUTES

#### **DRAFT**

1 2 3 4	НАММ	OF MEETING IOCK OAKS /ELOPMENT DISTRICT
5	The Board of Supervisors of the Hamm	ock Oaks Community Development District held a
6	Regular Meeting on February 13, 2023 at 1	0:30 a.m., at the Fruitland Park Library, 604 W.
7	Berckman Street, Fruitland Park, Florida 34733	L
8		
9	Present at the meeting were:	
10 11 12 13	Candice Smith John Curtis Greg Meath	Chair Vice Chair Assistant Secretary
14	Also present were:	
15 16 17 18 19	Ernesto Torres Jere Earlywine (via telephone) Meredith Hammock Steve Sanford Jared Lybbert (initialy via telephone)	Wrathell, Hunt and Associates, LLC District Counsel KE Law Group Bond Counsel Supervisor-Appointee
21 22	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
23	Mr. Torres called the meeting to ord	der at 10:31 a.m. Supervisors Smith, Curtis and
24	Meath were present. Supervisor-Appointee I	Lybbert attended via telephone, while enroute to
25	the meeting. Supervisor-Appointee Simpson v	was not present.
26		
27 28	SECOND ORDER OF BUSINESS	Public Comments
29	No members of the public spoke.	
30	Ratification of Engagement with Jere I	Earlywine at Kutak Rock LLP
31	This item, previously the Tenth Order	of Business, was presented out of order.
32	Mr. Torres presented the Engageme	ent Letter engaging Kutak Rock LLP for District
33	Counsel Services.	
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35 36 37 38		engag	•	by Mr. Curtis, with all in favor, the gagement Letter with Kutak Rock LLP,
39 40 41 42 43 44 45	THIRD	ORDE	R OF BUSINESS	Administration of Oath of Office to Appointed Supervisors, Jared Lybbert [SEAT 4] and Troy Simpson [SEAT 5] (the following to be provided in a separate package)
46	A.	Guide	to Sunshine Amendment and Code	of Ethics for Public Officers and Employees
47	В.	Memb	bership, Obligations and Responsibili	ties
48	C.	Chapt	er 190, Florida Statutes	
49	D.	Finan	cial Disclosure Forms	
50		I.	Form 1: Statement of Financial Inte	erests
51		II.	Form 1X: Amendment to Form 1, S	tatement of Financial Interests
52		III.	Form 1F: Final Statement of Financ	ial Interests
53	E.	Form	8B: Memorandum of Voting Conflict	
54 55		This it	em was deferred.	
56 57 58 59 60 61	FOUR		DER OF BUSINESS  eem was deferred.	Consideration of 2023-01, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
62				
63 64 65 66 67 68 69 70	FIFTH	ORDER	OF BUSINESS	Consideration of Resolution 2023-02, Amending and Restating Resolution 2022- 37 and Further Directing the Chairman and District Staff to Request the Passage of an Ordinance by the Town of Lady Lake, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of

71 72 73		that Process; and Providing an Effective Date
74	Mr. Torres presented Resolution 2	023-02 Mr. Earlywine stated this is a critical step to
75	filing the Boundary Amendment and finaliz	ing the CDD boundaries.
76		
77 78 79 80 81 82 83	Resolution 2023-02, Amending an Directing the Chairman and Dis Ordinance by the Town of Lac Boundaries, and Authorizing Su	seconded by Mr. Curtis, with all in favor, d Restating Resolution 2022-37 and Further trict Staff to Request the Passage of an ly Lake, Florida, Amending the District's uch Other Actions as are Necessary in roviding an Effective Date, was adopted.
84	CIVITIL ODDED OF DUCINESS	
85 86	SIXTH ORDER OF BUSINESS	Consideration of Engineer's Report
87	Mr. Earlywine stated that the Eng	gineer's Report that was previously presented only
88	included the existing CDD boundaries but	this revised version includes the new acreage and
89	additional 944 units, increasing the total	number of units from 1,142 to 2,086. This change
90	increased the Capital Improvement Plan (C	IP) Cost Estimate from \$46,781,820 to \$94,199,927.
91	Discussion ensued regarding buildo	out and when the Board will begin transitioning to a
92	resident Board.	
93		
94 95 96 97	On MOTION by Mr. Curtis and se Engineer's Report, in substantial fo	conded by Ms. Smith, with all in favor, the rm, was approved.
98 99 100	SEVENTH ORDER OF BUSINESS	Consideration of Revised Master Special Assessment Methodology Report
101	Mr. Torres stated that the Revised	Master Special Assessment Methodology Report was
102	updated to include the new boundaries, i	number of units and CIP, as reflected in the revised
103	Engineer's Report. He noted the following:	
104	An additional 944 product types we	re added to increase the number of units to 2,086.
105	> The maximum par amount of bonds	s is now \$129,180,000.

Mr. Earlywine asked about closing dates for the Reserve and if Kolter currently owns the rest of Hammock Oaks. Mr. Curtis stated no. Two parcels are scheduled to close in 2023 and, for the three parcels in the Reserve, the first closing will be in September 2023, with the following two closing by the end of 2023 or in the first quarter of 2024. Mr. Earlywine discussed the assessment process and Mailed Notices and asked if, within Kolter's contract, the Board is comfortable putting debt assessments on the property and comfortable with the validation amount. Mr. Curtis replied affirmatively and stated he will follow up with the Landowner to confirm.

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On MOTION by Mr. Curtis and seconded by Ms. Smith, with all in favor, the Revised Master Special Assessment Methodology Report, in substantial form for purposes of the bond validation process and debt assessments, was approved.

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#### **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2023-03, Amending and Restating Resolution No. 2022-26 Authorizing the Issuance of Not to Exceed \$129,180,000 Aggregate Principal Amount of Hammock Oaks Community **Development District Special Assessment** Bonds, in One or More Series, to Pay All or a Portion of the Design, Acquisition, Construction Costs of Certain Public Infrastructure Improvements, Including, but Not Limited to, Stormwater Management and Control Facilities, Including, but Not Limited to, Related Earthwork and Acquisition or Conveyance of Lands Relating Thereto; Roadway Improvements; Water and Wastewater Systems, Including Connection Charges; Water Reuse Facilities; Landscaping, Conservation Areas, Hardscaping and Irrigation In Public Rights-Of-Way; Public Amenities; Entrance **Features:** Undergrounding Differential Cost of and All Utilities; Related Soft and Incidental (Collectively, Costs the

"Project"), Pursuant to Chapter 190, Florida Statutes, as Amended; Appointing Regions Bank to Serve as Trustee; Approving the Execution and Delivery of a Master Trust Indenture and Supplemental Trust Indenture in Substantially the Forms Attached Hereto; Providing that Such Bonds Shall Not Constitute a Debt, Liability or Obligation of Hammock Oaks Community Development District (Except as Otherwise Provided Herein), the Town of Lady Lake, Florida, Lake County, Florida, or of the State of Florida or of Any other Political Subdivision Thereof, but Shall Be Payable Solely from Special Assessments Assessed and Levied on the Property Within the District Benefited by the Project and Subject to Assessment; Providing for the Judicial Validation Of Such Bonds; and Providing for Other Related Matters

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Mr. Sanford presented Resolution 2023-03, which accomplishes the following:

- 168 Amends and restates previously adopted Resolution 2022-26.
  - Authorizes increasing the principal amount to \$129,180,000 of special assessment bonds to be validated and issued in one or more bond series.

Mr. Sanford noted that Resolution 2023-03 contemplates the Boundary Amendment but the Boundary Amendment has not been completed. Mr. Earlywine stated that this Resolution and Resolution 2023-04, known as the Declaring Resolution, will be adopted on the basis that the bond validation is scheduled for March 31, 2023. He is not sure the Boundary Amendment can go before the City twice before the bond validation hearing so, if not, the bond validation hearing might need to be moved back a month, with the final assessment public hearing in late April or early May. Mr. Sanford questioned how this can proceed today without the Boundary Amendment being completed. Mr. Earlywine stated he will hold everything until he receives a date-certain on the Boundary Amendment and then send it to the Landowners to give them notice. The lien will not be put in place until the Boundary Amendment is final; this is preliminary work to get the authorizations in place.

- Mr. Sanford stated that this Resolution further accomplishes the following:
- 183 > Authorizes the validation of the bonds.
- Approves the Exhibits to the Resolution, which are essentially the same in form as the Exhibits to Resolution 2022-26, except they were updated.

On MOTION by Mr. Curtis and seconded by Mr. Meath, with all in favor,

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Resolution 2023-03, Amending and Restating Resolution No. 2022-26 188 Authorizing the Issuance of Not to Exceed \$129,180,000 Aggregate Principal 189 190 Amount of Hammock Oaks Community Development District Special 191 Assessment Bonds, in One or More Series, to Pay All or a Portion of the Design, Acquisition, Construction Costs of Certain Public Infrastructure Improvements, 192 193 Including, but Not Limited to, Stormwater Management and Control Facilities, 194 Including, but Not Limited to, Related Earthwork and Acquisition or 195 Conveyance of Lands Relating Thereto; Roadway Improvements; Water and 196 Wastewater Systems, Including Connection Charges; Water Reuse Facilities; 197 Landscaping, Conservation Areas, Hardscaping and Irrigation In Public Rights-198 Of-Way; Public Amenities; Entrance Features; Undergrounding Differential Cost of Utilities; and All Related Soft and Incidental Costs (Collectively, the 199 200 "Project"), Pursuant to Chapter 190, Florida Statutes, as Amended; Appointing 201 Regions Bank to Serve as Trustee; Approving the Execution and Delivery of a 202 Master Trust Indenture and a Supplemental Trust Indenture in Substantially the Forms Attached Hereto; Providing that Such Bonds Shall Not Constitute a 203 204 Debt, Liability or Obligation of Hammock Oaks Community Development 205 District (Except as Otherwise Provided Herein), the Town of Lady Lake, Florida,

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Mr. Sanford asked if the current bond validation date will remain the same regardless of whether the Boundary Amendment is finalized. Mr. Earlywine stated it will not. The bond validation hearing will be moved back, as necessary, most likely to late-April or early-May.

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Lake County, Florida, or of the State of Florida or of Any other Political

Subdivision Thereof, but Shall Be Payable Solely from Special Assessments

Assessed and Levied on the Property Within the District Benefited by the Project and Subject to Assessment; Providing for the Judicial Validation Of Such

Bonds; and Providing for Other Related Matters, was adopted.

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#### **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2023-04, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total

221	Estimated Cost of the Improvements, the
222	Portion to be Paid by Assessments, and the
223	Manner and Timing in Which the
224	Assessments are to be Paid; Designating
225	the Lands Upon Which the Assessments
226	Shall Be Levied; Providing for an
227	Assessment Plat and a Preliminary
228	Assessment Roll; Addressing the Setting of
229	Public Hearings; Providing for Publication
230	of this Resolution; and Addressing
231	Conflicts, Severability and an Effective
232	Date [RESTATED DECLARING RESOLUTION]
233	
234	Mr. Earlywine presented Resolution 2023-04. This is essentially a restatement, as the

Mr. Earlywine presented Resolution 2023-04. This is essentially a restatement, as the process was started before and then paused due to the Boundary Amendment.

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On MOTION by Mr. Curtis and seconded by Ms. Smith, with all in favor, Resolution 2023-04, the Restated Declaring Resolution, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid by Assessments, and the Manner and Timing in Which the Assessments are to be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings on April 10, 2023 at 10:30 a.m., at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date, was adopted.

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#### TENTH ORDER OF BUSINESS

Ratification of Engagement with Jere **Earlywine at Kutak Rock LLP** 

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This item was addressed following the Second Order of Business.

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#### 255 **ELEVENTH ORDER OF BUSINESS**

Acceptance of Unaudited **Financial** Statements as of December 31, 2022

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Mr. Torres presented the Unaudited Financial Statements as of December 31, 2022.

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260		On MOTION by Mr. Curtis and seconder	· · · · · · · · · · · · · · · · · · ·
261		Unaudited Financial Statements as of De	cember 31, 2022, were accepted.
262 263			
264	TWEL	FTH ORDER OF BUSINESS	Approval of September 12, 2022 Public
265			Hearing and Regular Meeting Minutes
266			
267		Mr. Torres presented the September 1	2, 2022 Public Hearing and Regular Meeting
268	Minut	tes.	
269			
270		On MOTION by Mr. Curtis and seconde	d by Ms. Smith, with all in favor, the
271		September 12, 2022 Public Hearing	and Regular Meeting Minutes, as
272		presented, were approved.	
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274	TUUDT	FERNIN ARDER OF BUSINESS	Staff Danauta
275 276	іпікі	FEENTH ORDER OF BUSINESS	Staff Reports
277	A.	District Counsel: Kutak Rock	
278		There was no report.	
279	В.	District Engineer (Interim): CHW Profession	onal Consultants
280		There was no report.	
281	C.	District Manager: Wrathell, Hunt and Ass	sociates, LLC
282		• NEXT MEETING DATE: March 13, 2	2023 at 10:30 A.M.
283		O QUORUM CHECK	
284		The next meeting will be held on March 1	3, 2023, unless canceled.
285		Supervisor-Appointee Lybbert arrived at	the meeting.
286		Mr. Torres stated that the Oath of Office	will be administered to Mr. Lybbert following
287	the m	neeting.	
288			
289	FOUR	TEENTH ORDER OF BUSINESS	<b>Board Members' Comments/Requests</b>
290 291		There were no Board Members' comment	ts or requests
		THEIE WEIE HO BOATO MIEHIDEIS COMMIE	is or requests.
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293 294	FIFTE	ENTH ORDER OF BUSINESS	Public Comments

DRAFT

February 13, 2023

HAMMOCK OAKS CDD

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315	Secretary/Assistant Secretary	Chair/Vice Chair	

DRAFT

February 13, 2023

HAMMOCK OAKS CDD

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

## STAFF REPORTS

#### **HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**

#### **BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

#### LOCATION

Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2022 CANCELED	Regular Meeting	10:30 AM
November 14, 2022 CANCELED	Regular Meeting	10:30 AM
December 12, 2022 CANCELED	Regular Meeting	10:30 AM
January 9, 2023 CANCELED	Regular Meeting	10:30 AM
February 13, 2023	Regular Meeting	10:30 AM
March 13, 2023 CANCELED	Regular Meeting	10:30 AM
April 10, 2023	Regular Meeting	10:30 AM
May 8, 2023	Regular Meeting	10:30 AM
June 12, 2023	Regular Meeting	10:30 AM
July 10, 2023	Regular Meeting	10:30 AM
August 14, 2023	Regular Meeting	10:30 AM
September 11, 2023	Regular Meeting	10:30 AM