

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**September 21, 2022**

**BOARD OF SUPERVISORS**

**PUBLIC HEARING AND  
REGULAR MEETING AGENDA**

# Reserve at Van 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

September 14, 2022

### ATTENDEES:

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

Board of Supervisors

Reserve at Van Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Reserve at Van Oaks Community Development District will hold a Public Hearing and Regular Meeting on September 21, 2022, at 11:00 A.M., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Edmon Rakipi (*the following will 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. Chapter 190, Florida Statutes
  - D. 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
  - E. Form 8B: Memorandum of Voting Conflict
4. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
  - A. Affidavit of Publication
  - B. Consideration of Resolution 2022-36, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

5. Consideration of Fiscal Year 2022/2023 Budget Funding Agreement
6. Consideration of Resolution 2022-37, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
7. Ratification of Stormwater Management Needs Analysis
  - Letter Agreement
  - Report
8. Consideration of Home Encounter HECM, LLC, Field Operations Agreement
9. Consideration of Resolution 2022-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
10. Approval of Unaudited Financial Statements as of July 31, 2022
11. Approval of April 4, 2022 Public Hearings and Regular Meeting Minutes
12. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer (Interim): *Poulos & Bennett, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: TBD

○ QUORUM CHECK

<b>JERRY TOMBERLIN</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>GARTH NOBLE</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>MARTHA SCHIFFER</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>EDMON RAKIPI</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>CHRIS TORRES</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 943 865 3730**



# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4A**

## Miscellaneous Notices



Published in The Ledger on September 4, 2022

### Location

Polk County,

### Notice Text

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ( Board ) of the Reserve at Van Oaks Community Development District ( District ) will hold a public hearing on September 21, 2022 at 11:00 a.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809, for the purpose of hearing comments and objections on the adoption of the proposed budget ( Proposed Budget ) of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ( Fiscal Year 2022/2023 ). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budget may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ( District Manager s Office ), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the public hearing or meeting.

Any person requiring special accommodations at this meeting and/or public hearing or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager s Office at least forty-eight (48) hours prior to the meeting and public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager s Office.

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

District Manager

September 4, 11, 2022 #7731312

## Miscellaneous Notices



Published in The Ledger on September 11, 2022

### Location

Polk County,

### Notice Text

RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ( Board ) of the Reserve at Van Oaks Community Development District ( District ) will hold a public hearing on September 21, 2022 at 11:00 a.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809, for the purpose of hearing comments and objections on the adoption of the proposed budget ( Proposed Budget ) of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ( Fiscal Year 2022/2023 ). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budget may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ( District Manager s Office ), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the public hearing or meeting.

Any person requiring special accommodations at this meeting and/or public hearing or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager s Office at least forty-eight (48) hours prior to the meeting and public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager s Office.

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

District Manager

September 4, 11, 2022 #7731312

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4B**

## RESOLUTION 2022-36

### THE ANNUAL APPROPRIATION RESOLUTION OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Reserve at Van Oaks Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Reserve at Van Oaks Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

**PASSED AND ADOPTED THIS 21ST DAY OF SEPTEMBER, 2022.**

**ATTEST:**

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2022/2023 Budget(s)

**Exhibit A:** Fiscal Year 2022/2023 Budget(s)



**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 1/31/2022	Projected through 9/30/2022		
<b>REVENUES</b>					
Landowner contribution	\$66,098	\$ -	\$ 66,098	\$ 66,098	\$ 338,399
Total revenues	<u>66,098</u>	<u>-</u>	<u>66,098</u>	<u>66,098</u>	<u>338,399</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	-	-	-	-	-
Management/accounting/recording	23,000	-	23,000	23,000	45,000
Legal	25,000	-	25,000	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit*	-	-	-	-	6,000
Arbitrage rebate calculation*	-	-	-	-	500
Dissemination agent*	333	-	333	333	1,000
Trustee*	-	-	-	-	5,000
Telephone	200	-	200	200	200
Postage	500	-	500	500	500
Printing & binding	500	-	500	500	500
Legal advertising	6,500	-	6,500	6,500	1,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>66,098</u>	<u>-</u>	<u>66,098</u>	<u>66,098</u>	<u>94,290</u>
<b>Field operations</b>					
<b>Contracted services</b>					
Pressure washing	-	-	-	-	5,500
Lawn service & mulch	-	-	-	-	90,000
Lift station	-	-	-	-	1,800
Wetland monitoring	-	-	-	-	4,500
Pool service	-	-	-	-	10,800
Cabana janitorial	-	-	-	-	7,800
Amenity access control & data management	-	-	-	-	9,000
Ponds	-	-	-	-	3,600
<b>Repairs &amp; supplies</b>					
Pool & cabana maintenance	-	-	-	-	4,000
Amenity access control repair	-	-	-	-	2,500
Irrigation-repair	-	-	-	-	3,000
General repairs/supplies	-	-	-	-	5,500
Landscaping-repairs & replacement	-	-	-	-	5,000

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022			Proposed Budget FY 2023	
	Adopted Budget FY 2022	Actual through 1/31/2022	Projected through 9/30/2022		Total Actual & Projected
<b>Utilities</b>					
Electricity- irrigation	-	-	-	-	3,000
Electricity-entrance monuments	-	-	-	-	2,400
Electricity- pool & cabana	-	-	-	-	6,000
Electricity- street lights	-	-	-	-	26,388
Water-pool	-	-	-	-	3,500
Pool cable	-	-	-	-	2,400
<b>Administrative</b>					
Management fee - PM	-	-	-	-	15,012
O&M accounting - DM	-	-	-	-	4,000
Pool permit	-	-	-	-	275
Copies & printing	-	-	-	-	3,500
Postage	-	-	-	-	2,000
<b>Taxes/insurance</b>					
Crime/fidelity policy/bond	-	-	-	-	2,500
Property insurance	-	-	-	-	6,000
Total field operations	-	-	-	-	229,975
Total expenditures	66,098	-	66,098	66,098	324,265
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	14,134
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)	-	-	-	-	-
Assigned					
Committed					
Future repairs**	-	-	-	-	14,133
Working capital	-	-	-	-	-
Unassigned	-	-	-	-	1
Fund balance - ending	\$ -	\$ -	\$ -	\$ -	\$ 14,134

\* These items will be realized when bonds are issued

\*\* Committed fund balance for future repairs detail:

	Annual Additions	Estimated Cost
Future Repairs		
Entrance monuments	1,668	50,000
Perimeter fencing / walls	2,500	75,000
Mail kiosk	650	13,000
Pool building capital repairs	667	10,000
Pool roof	2,000	50,000
Pool resurface	1,333	40,000
Pool furniture	1,500	15,000
Pool pavers	1,429	50,000
Pool equipment	1,667	20,000
Catch basins/inspections/capital repairs	720	18,000
	14,134	341,000

Total Number of Units	259
Professional & admin amount per unit	\$ 364.05
Operations & maintenance per unit	887.93
Funding of Reserve for Future Repairs per unit	54.57
Total per unit	\$ 1,306.55

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 45,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (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.</p>	
Legal	25,000
<p>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.</p>	
Engineering	2,000
<p>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.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>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 &amp; Associates serves as dissemination agent.</p>	
Trustee	5,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Total professional & administrative	<u>94,290</u>

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations**

***Contracted services***

Pressure washing	5,500
Lawn service & mulch	90,000
Lift station	1,800
Wetland monitoring	4,500
Pool service	10,800
Cabana janitorial	7,800
Ponds	3,600

***Repairs & supplies***

Pool & cabana maintenance	4,000
Amenity access control repair	2,500
Irrigation-repair	3,000
General repairs/supplies	5,500
Landscaping-repairs & replacement	5,000

***Utilities***

Electricity- irrigation	3,000
Electricity-entrance monuments	2,400
Electricity- pool & cabana	6,000
Electricity- street lights	26,388
Water-pool	3,500
Pool cable	2,400
Amenity access control & data management	9,000

***Administrative***

Management fee - PM	15,012
O&M accounting - DM	4,000
Pool permit	275
Copies & printing	3,500
Postage	2,000

***Taxes/insurance***

Property insurance	6,000
Total field operations	<u>229,975</u>
Total expenditures	<u><u>\$ 324,265</u></u>

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this 21st day of September, 2022, by and between:

**Reserve at Van Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

**Meritage Homes of Florida, Inc.**, a Florida corporation, and the developer of lands within the boundary of the District (“**Developer**”) with a mailing address of 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260.

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, Developer presently is developing the majority of all real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2022/2023, which year concludes on September 30, 2023; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 budget, or utilizing such other revenue sources as may be available to it; and

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



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

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

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

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

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**MERITAGE HOMES OF FLORIDA, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2022/2023 General Fund Budget

**Exhibit A**

Fiscal Year 2022/2023 General Fund Budget

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2022-37**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Reserve at Van 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 is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2021/2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 21st day of September, 2022.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

<b>RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Holiday Inn Express &amp; Suites Lakeland North I-4, 4500 Lakeland Park Drive Lakeland, Florida 33809</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October __, 2022</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>November __, 2022</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>December __, 2022</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>January __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>February __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>March __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>April __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>May __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>June __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>July __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>August __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>September __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



# POULOS & BENNETT

Orlando Office  
2602 E. Livingston Street  
Orlando, Florida 32803

(407) 487-2594  
poulosandbennett.com

Jacksonville Office  
12574 Flagler Center Blvd.  
Jacksonville, Florida 32258

May 20, 2022

*Via Email*

Reserve at Van Oaks Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
[suitk@whhassociates.com](mailto:suitk@whhassociates.com)

Subject: Letter Agreement  
20 Year Needs Analysis  
Reserve at Van Oaks Community Development District  
City of Auburndale, Florida  
Poulos & Bennett Job No. 22-073

Dear Reserve at Van Oaks Community Development District:

Pursuant to your request, Poulos & Bennett, LLC is pleased to provide this Letter Agreement ("Agreement") for professional planning and civil engineering services for the Reserve at Van Oaks Community Development District ("CDD"). The CDD consists of approximately 120 acres with a development program of 259 single family units and is located in the City of Auburndale, Florida.

Poulos & Bennett, LLC ("Poulos & Bennett") and The Reserve at Van Oaks CDD ("Client") enter into this agreement as follows:

## SCOPE OF SERVICES:

### **A. Wastewater Services & Stormwater Management – 20 Year Needs Analysis (22-073.01)**

Based on the newly effective Sections 403.9301 and 403.9302, Florida Statutes, and pursuant to the request of the Reserve at Van Oaks CDD, Poulos & Bennett will prepare and provide to the CDD the required 20-Year Needs Analysis ("Report"). This Report will be based on the requirements of Sections 403.9301 and 403.9302, including information prepared and provided publicly from the Office of Economic and Demographic Research ("OEDR"). The Report shall address the expected needs of the Wastewater Services & Stormwater Management facilities owned and maintained by the Reserve at Van Oaks CDD for the prescribed 20-year period and will be updated every five years. The Report shall include, but not be limited to, the following required information:

- i. For wastewater services, since there are no CDD owned and maintained wastewater facilities, nor are there any planned CDD owned and maintained wastewater utility extensions, only those items shown below are required:
  - A detailed description of the facilities used to provide wastewater services.

- The number of current and projected connections and residents served calculated in 5-year increments.
  - The current and projected service area for wastewater services.
- ii. The 20-Year Needs Analysis will encompass the approximate 120-acre area of the Reserve at Van Oaks CDD. The stormwater management systems that will be servicing the CDD currently includes Three (3) stormwater management ponds and associated control structures and outfall pipes. For these stormwater management programs and systems, the Report will include:
- A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
  - The number of current and projected residents served calculated in 5-year increments.
  - The current and projected service area for the stormwater management program or stormwater management system.
  - The current and projected cost of providing services calculated in 5-year increments.
  - The estimated remaining useful life of each facility or its major components.
  - The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
  - The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The Report will include the methodology and supporting data necessary to confirm the results.

**B. Meetings & Coordination – Needs Analysis  
(22-073.02)**

Poulos & Bennett will coordinate with and prepare for and attend coordination meetings with the Reserve at Van Oaks CDD legal and managerial staff, City of Auburndale staff and the Reserve at Van Oaks CDD Board throughout the preparation of the Report as needed. These services will only be provided at the request of the Client and will be invoiced on an hourly fee basis in accordance with Poulos & Bennett's Standard Rate Schedule. (Exhibit 'B').

**FEE SCHEDULE:**

Task Number	Description	Amount	
		Lump Sum Fee	Hourly Fee Budget Estimates in Accordance with Exhibit B
.01	20-Year Needs Analysis	\$12,500.00	---
.02	Meetings & Coordination – Needs Analysis	---	\$2,500.00
.99	Reimbursable Expense		\$1,000.00

Hourly services will be billed in accordance with the hourly rate schedule attached as Exhibit B.

These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this agreement or illustrative plans that may be required for community/public meetings.

**ASSUMPTIONS:**

Poulos & Bennett will coordinate with the District Manager for: financial information pertaining to the current and projected cost of services, contributions, expenditures and balances, historical and estimated future revenues and expenditures and evaluation of how the local government expects to close any projected funding gap if necessary.

**SERVICES NOT INCLUDED:**

This scope of services does not include final engineering design, geotechnical services, surveying, easement recordation, environmental, landscape architecture, transportation engineering/planning or site lighting design. Poulos & Bennett will coordinate with the project consultants providing these services as needed. It is assumed that these consultants will contract directly with the Client.

**ADDITIONAL SERVICES (22-073.98):**

Services not specifically included in the Scope of Services will be performed upon the authorization of the Client on an hourly basis, in accordance with the Hourly Rate Schedule attached as Exhibit B.

**REIMBURSABLES (22-073.99):**

Reimbursables will be charged on a direct cost basis times a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducible, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.



TIMING:

A preliminary project schedule can be prepared in conjunction with input from the project team. The preliminary schedule will be dependent on the timely receipt of information from several outside consultants contracted directly with the Client and with agency cooperation.

PAYMENT:

Poulos & Bennett will submit invoices for payment to the Client every four (4) weeks. Invoicing for lump sum projects will be based on the estimate of percentage of total services completed as of the date of the invoice. Invoicing for hourly projects will include all hours chargeable through the service date as referenced on the invoice. Payment will be due within thirty (30) days of the date of the invoice. An interest rate of 1.25% will be applied to any outstanding balance in excess of sixty (60) days from the date of invoice, computed from thirty (30) days from the date of invoice.

INSURANCE:

During the course of performing services under this Agreement and for a period of one (1) year thereafter, Poulos & Bennett shall maintain professional liability insurance with a limit of at least \$1,000,000.

To the fullest extent permitted by law, the total liability, in the aggregate, of POULOS & BENNETT and its officers, directors, partners, employees, agents, and sub consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$100,000 whichever is greater.

**LIMITATION OF LIABILITY FOR DESIGN PROFESSIONALS:**

**Pursuant to Section 558.0035, Florida Statutes, no individual employee of consultant or engineer or design professional performing professional services in connection with this agreement may be held individually liable for negligence.**

GENERAL CONDITIONS:

The General Conditions attached as Exhibit "A" are part of this Agreement and are incorporated herein.

Should you have any questions regarding the information included with this Agreement, please do not hesitate to contact us. Please sign this Agreement and return a copy for our records.

We appreciate the opportunity to present this Agreement for professional planning and civil engineering services.

Sincerely,

*Lance Bennett*

R. Lance Bennett, P.E.  
Partner  
Poulos & Bennett, LLC

**Reserve at Van Oaks CDD  
20 Year Needs Analysis  
City of Auburndale, Florida  
Poulos & Bennett Job No. 22-073**

I agree to the terms and conditions listed above.

*Garth Noble, Chair*                      *5/23/22*  
Signature    Date  
*Garth Noble*  
Printed Name  
*Reserve at Van Oaks CDD*  
Company

EXHIBIT "A"  
GENERAL CONDITIONS TO AGREEMENT

1. DUTY TO PROVIDE INFORMATION. Client or a duly authorized representative is responsible for providing POULOS & BENNETT with a clear understanding of the Project nature and scope. Client shall supply POULOS & BENNETT with sufficient and adequate information to allow POULOS & BENNETT to properly complete the specified services. In the event POULOS & BENNETT needs additional details or information in order to properly complete the services, Client shall promptly provide such additional details or information. Client shall also communicate changes in the nature and scope of the Project as soon as possible during performance of the services so that the changes can be incorporated into the work product. Requested changes in the scope of a Project or related services may result in additional fees, even if such changes can be characterized as a reduction, contraction, or deletion of certain work or services, as the implementation of such changes may still require additional time and work.
2. STANDARD OF CARE. Services performed by POULOS & BENNETT under this Agreement are to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of POULOS & BENNETT's profession practicing contemporaneously under similar conditions in the locality of the Project. No set of Project plans or reports are perfect. No warranty, expressed or implied, is made. Client recognizes and understands that the design and construction process is complicated and that once Project plans are finalized that changes in the Project plans are a normal process and will become necessary due to subsurface conditions, new information, changed conditions, governmental requirements, conflicts with existing conditions, mistakes, errors, omissions and other issues. POULOS & BENNETT will correct any errors, mistakes, or omissions in its Project plans for no additional fee, but shall not be responsible or liable for the construction costs of changes required by same or other damages.
3. SOIL AND GROUND ACKNOWLEDGMENT. Client recognizes that subsurface conditions (soils, underground utilities, water tables, etc.) may not be known or may vary from those observed at locations where borings, surveys, studies, or other explorations are made, and that site conditions may change with time. Client understands and recognizes that such work may not reveal any or all subsurface conditions. Client shall not hold POULOS & BENNETT liable for failure to locate or determine the presence of such subsurface conditions. Interpretations and recommendations by POULOS & BENNETT will be based solely on information available to POULOS & BENNETT at the time of the services.
4. SITE ACCESS. Client will, at Client's cost and expense, grant or obtain free access to the Project site in a timely manner for all equipment and personnel necessary for POULOS & BENNETT to perform the services set forth in the agreement.
5. SUSPENSION OF SERVICES FOR NON-PAYMENT. In the event Client has not paid a POULOS & BENNETT invoice within 30 days, then upon seven (7) days written notice, POULOS & BENNETT may suspend all services and work. Client agrees that POULOS & BENNETT shall not be liable for any damages or delays caused by POULOS & BENNETT's suspension of such services and work. POULOS & BENNETT shall not recommence services and work until Client has paid all past due invoices in full. Client shall be responsible for and shall pay to POULOS & BENNETT, all of POULOS & BENNETT's reasonable attorneys' fees, court costs, expenses, and POULOS & BENNETT's employees' time, in the event POULOS & BENNETT is required to take any action to collect past due invoices. In addition, all invoices not paid within 30 days shall bear interest at 1.25% per month.
6. INSTRUMENTS OF SERVICE. All reports, plans, specifications, field data, field notes, drawings, calculations, estimates, and any other documents prepared by POULOS & BENNETT (the "Instruments of Service") are and shall remain the property of POULOS & BENNETT. Client is granted a non-exclusive license to utilize the documents prepared by POULOS & BENNETT only for the specific Project set forth in this Agreement.
7. RETURN OF INSTRUMENTS OF SERVICE. Client agrees that all Instruments of Service furnished to the Client, which are not paid for, shall be returned upon demand and will not be used by Client for any purpose.
8. ARCHIVAL OF WORK. POULOS & BENNETT will store all documents, drawings, and files related to the work performed pursuant to this Agreement for a period of seven (7) years after substantial completion of the Project, or seven (7) years after completion of POULOS & BENNETT's work, if a substantial completion certificate is not issued. At the end of the seven (7) year storage period, POULOS & BENNETT may in its sole discretion discard and destroy all said documents, drawings, and files. During the seven (7) year storage period upon reasonable notice and requires, and as long as Client has paid all invoices, Client shall be free to inspect and copy any such stored documents, drawings, and files at Client's expense.

9. **CONSENT FOR USE OF WORK.** POULOS & BENNETT's drawings, records, and documents shall not be used by Client on any other project, for additions to the Project, or for completion of the Project, unless approval is granted in writing by POULOS & BENNETT. Client shall indemnify, defend and hold POULOS & BENNETT harmless from any claims, losses, and damages of any and every kind (including without limitation attorney's fees) arising from Client's use of the Instruments of Service for any purpose other than the purpose they were prepared for under this Agreement.
10. **NO ASSIGNMENT.** Client may not delegate, assign, sublet, or transfer its duties or interest in the Agreement without the written consent of POULOS & BENNETT.
11. **GOVERNING LAW; VENUE; JURISDICTION.** The internal laws of the State of Florida (as opposed to conflicts of law provisions) shall govern this Agreement. Venue for any dispute shall be in the state and federal legal tribunals serving Orange County, Florida, and the parties expressly consent to the jurisdiction of the same. However, no suit shall be filed in any court until after Client and POULOS & BENNETT have completed non-binding mediation of the dispute. Mediation shall be conducted pursuant to rules of practice and procedure of the Florida Supreme Court. The cost of the mediator shall be split equally between the parties.
12. **SEVERABILITY.** If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the remaining terms and provisions shall be interpreted as closely as possible to the parties' original intent.
13. **SURVIVAL.** All obligations relating to payment, confidentiality, indemnification, prevailing party attorney fees, and any other term or provision of this Agreement which, for its full and intended effect and fulfillment, necessarily must survive the expiration or earlier termination of this Agreement, shall so survive.
14. **REVIEW OF DRAWINGS.** Review of shop drawings shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
15. **NO ENDORSEMENT.** By recommending any payment to a contractor or subconsultant, POULOS & BENNETT shall not thereby be deemed to have represented that continuous or detailed reviews or examinations have been made by POULOS & BENNETT to check the quality and quantity of said work, nor any type of endorsement of such work, but only that in POULOS & BENNETT's professional opinion, the work has progressed to the point indicated.
16. **NON-LIABILITY FOR OTHER PERSONS.** POULOS & BENNETT may recommend that Client retain various other consultants to perform certain work such as soil borings, surveys, studies, and/or investigations. Client shall not hold POULOS & BENNETT responsible, and POULOS & BENNETT shall not be liable, to Client for the acts, errors, or omissions of any contractor, subcontractor, consultant, service provider, or supplier, or their agents and employees, or any other person (except POULOS & BENNETT's own employees).
17. **NON-LIABILITY FOR CLIENT-SELECTED ITEMS.** In the event Client selects, specifies, or directs POULOS & BENNETT to utilize a specific product, system, or methodology in a design, then Client shall assume responsibility and liability for the performance of such product, system, or methodology to perform properly and shall indemnify, defend and hold harmless POULOS & BENNETT from and against any and all claims, losses, and damages of any and every kind (including without limitation attorney's fees) incurred by Client or POULOS & BENNETT as a result thereof.
18. **STATUTORY LIMITATION OF LIABILITY FOR DESIGN PROFESSIONALS. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OF CONSULTANT OR ENGINEER OR DESIGN PROFESSIONAL PERFORMING PROFESSIONAL SERVICES IN CONNECTION WITH THIS AGREEMENT MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
19. **TERM OF OFFER.** The rates, fees, and prices set forth in the Agreement are valid for 30 days from POULOS & BENNETT's transmittal of the Agreement to the Client. If Client executes the Agreement or provides an Authorization to Proceed to POULOS & BENNETT more than 30 days after POULOS & BENNETT's transmittal of the Agreement to Client, then the fees and prices shall be subject to change and re-negotiation.



20. TERM OF FEES AND ESTIMATES. The lump sum fees and budget estimate fees set forth in the agreement are valid for twelve (12) months after the date of signing of the Agreement by both parties, regardless of the term of the Agreement or duration of POULOS & BENNETT's services. Thereafter, the lump sum fees and budget estimate fees shall be subject to change and re-negotiated.
21. EXCLUSIONS. The rates, fees, and prices set forth in this Agreement do not include permit, application, or filing fees. Client shall be responsible for the payment of same.
22. CLIENT RESPONSIBILITY FOR ALL COSTS. Since POULOS & BENNETT has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractors of determining prices, or over competitive bidding or market conditions, POULOS & BENNETT's opinions of Project costs and constructions costs are made on the basis of POULOS & BENNETT's experience and qualifications and represent POULOS & BENNETT's judgment as professional engineers familiar with the construction industry; however, POULOS & BENNETT cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from opinions of costs prepared by POULOS & BENNETT. If prior to the bidding or negotiating phase Client wishes assurance as to Project construction costs, Client shall employ and pay an independent cost estimator. Client shall be responsible for all actual costs incurred by POULOS & BENNETT in performing the Project services, regardless of estimates.
23. NO RESPONSIBILITY FOR CONTRACTORS. POULOS & BENNETT does not supervise the work of contractors. POULOS & BENNETT shall not, during site visits or as a result of observations of any contractor's work in progress, supervise, direct, or have control over said contractor's work nor shall POULOS & BENNETT have authority over or responsibility for the means, methods, schedule, techniques, sequences, or procedures of construction selected by said contractor or safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor furnishing and performing its work. Accordingly, POULOS & BENNETT does not warrant or guarantee the performance of the construction by any contractor nor shall POULOS & BENNETT have any responsibility for any contractor's failure to furnish or perform its work in accordance with the Contract Documents. Client shall not hold POULOS & BENNETT responsible for any contractor's failure to timely perform or complete the work.
24. NO EXCLUSIVITY. This is not an exclusive Agreement as to any party or its services.
25. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years thereafter, neither Client, nor its affiliates, nor either of their employees, agents, owners, officers, members, shareholders, or directors shall directly, or indirectly through another entity: (i) induce or attempt to induce any employee, agent, owner, officer, member, shareholder, director, client, customer, vendor or supplier, or other business relation of POULOS & BENNETT (any, a "Business Relation") to leave the employ of, or terminate its contract, affiliation, or other business relationship with POULOS & BENNETT, (ii) hire or recruit away any Business Relation of POULOS & BENNETT, within two (2) years after such person ceased to be affiliated with POULOS & BENNETT, (iii) induce or attempt to induce any Business Relation of Company to cease doing business with POULOS & BENNETT or its other Business Relations, or (iv) otherwise interfere with or undermine any of the foregoing relationships.
26. NO GUARANTEES REGARDING GOVERNMENT. Since POULOS & BENNETT has no control over government regulations and decision making, POULOS & BENNETT's opinions on whether any potential project or development proposal will gain governmental approval are based on POULOS & BENNETT's experience and qualifications and represent POULOS & BENNETT's judgment as Professional Engineers; but POULOS & BENNETT cannot and does not guarantee that any governmental approval will be obtained.
27. TERMINATION. Either party may terminate this Agreement with or without cause upon giving the other party seven (7) days written notice. In the event of termination, POULOS & BENNETT will be paid for all services and reimbursable expenses completed through the date of termination based on the percentage of work completed at the time of termination. As long as POULOS & BENNETT has been paid to date, Client will have the right to receive copies of drawings, calculations, and documents regarding services performed up to the times of termination. Client shall indemnify, defend and hold POULOS & BENNETT harmless from any claims, losses, and damages of any and every kind (including without limitation attorney's fees) arising from Client's use of any incomplete Instruments of Service, except to the extent such claims arise from the gross negligence or willful misconduct of POULOS & BENNETT.
28. LIMITATIONS ON DAMAGES. POULOS & BENNETT and Client waive all consequential or special damages, including, but not limited



to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement or the services provided by POULOS & BENNETT, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. Further, POULOS & BENNETT'S liability for damages arising out of or relating to this Agreement shall be limited to the amounts paid by Client to POULOS & BENNETT under this Agreement. This provision shall survive termination or completion of this Agreement.

29. WAIVER OF JURY TRIAL. AS A MATERIAL INDUCEMENT FOR THIS AGREEMENT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY OF ANY ISSUES SO TRIABLE. EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK ITS OWN INDEPENDENT LEGAL COUNSEL REGARDING THIS SECTION AND THE ENTIRE AGREEMENT, OR HAS WAIVED SUCH RIGHT.
30. PREVAILING PARTY ATTORNEY FEES. In the event of any dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, and at all levels of pre-litigation, litigation, trial, appeal, enforcement, and bankruptcy (to the extent allowed), the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, along with attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.
31. FORCE MAJEURE. Except for payments, which are expressly not subject to Force Majeure, neither a party, nor its employees, contractors, subcontractors, or agents shall be liable for any failure of, or delay in, the performance of its obligations due to events (or the effects of events) beyond its reasonable control.
32. ELEMENTS OF AGREEMENT; PRIORITY. Any proposals, master agreement/contract, scopes of work/services, these General Conditions, and equivalent or related written documentation shall be a part of and incorporated into the Agreement between the parties. In the event of a true, irreconcilable conflict of terms, priority of governance shall be (unless otherwise expressly stated in another document): these General Conditions, scopes of work, master agreement, and proposals.
33. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
34. FURTHER ASSURANCES. Each party agrees to sign any and all additional documents reasonably necessary to effect or perfect any term, provision, or the intent of this Agreement.
35. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.rightsignature.com](http://www.rightsignature.com), [www.docuSign.com](http://www.docuSign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**EXHIBIT "B"**  
**POULOS & BENNETT, LLC**  
**2022 HOURLY RATE SCHEDULE**

EXPERT WITNESS	\$400
PUBLIC MEETING REPRESENTATION	\$400
PRINCIPAL	\$250
DIRECTOR OF ENGINEERING	\$235
PLANNING GROUP LEADER	\$235
PRACTICE TEAM LEADER	\$225
DEVELOPMENT MANAGER	\$195
SR. PROJECT MANAGER	\$195
SENIOR PROJECT ENGINEER	\$175
PROJECT MANAGER – DEVELOPMENT SERVICES	\$165
PROJECT MANAGER	\$165
SENIOR PLANNER	\$150
ASSISTANT DEVELOPMENT MANAGER	\$140
GIS MANAGER	\$135
CAD MANAGER	\$130
PROJECT ENGINEER	\$135
SENIOR COMMUNITY DESIGNER	\$135
PROJECT PLANNER	\$135
PLAT MANAGER	\$135
SENIOR CAD DESIGNER	\$130
DEVELOPMENT COORDINATOR	\$125
STAFF ENGINEER	\$115
CAD TECHNICIAN	\$105
STAFF PLANNER	\$105
PROJECT COORDINATOR	\$90
ADMINISTRATIVE ASSISTANT	\$75



# Reserve at Van Oaks Community Development District 20-YEAR NEEDS ANALYSIS

**Prepared For**

Reserve at Van Oaks Community Development District  
& City of Auburndale, Polk County

**Date**

June 30, 2022



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 28567

## TABLE OF CONTENTS

### **Background Information**

*Name of Local Government*

*Name of stormwater utility, if applicable*

*Contact Person*

*Indicate the Water Management District(s) in which your service area is located*

- Section 1**      *1.0 Detailed description of the stormwater management program per 403.9302(3)(a), F.S.*  
                    *1.1 Narrative Description*  
                    *1.2 Current Stormwater Program Activities*  
                    *1.3 Current Stormwater Program Operation and Maintenance Activities*
- Section 2**      *Detailed description of the stormwater management system and its facilities and projects per 403.9302(3)(a), F.S.*
- Section 3**      *The number of current and projected residents served calculated in 5-year increments per Section 403.9302(3)(b), F.S.*
- Section 4**      *The current and projected service area for the stormwater management program or stormwater management system per Section 403.9302(3)(c), F.S.*
- Section 5**      *5.0 The current and projected cost of providing services calculated in 5-year increments per Section 403.9302(3)(d), F.S.*  
                    *5.1 Routine Operation and Maintenance*  
                    *5.2 Future Expansion (Committed Funding Source)*  
                            *5.2.1 Flood Protection*  
                            *5.2.2 Water Quality*  
                    *5.3 Future Expansion (with No Identified Funding Source)*  
                            *5.3.1 Flood Protection*  
                            *5.3.2 Water Quality*  
                    *5.4 Stormwater projects that are part of resiliency initiatives related to climate change*
- Section 6**      *The estimated remaining useful life of each facility or its major components per Section 403.9302(3)(e), F.S.*
- Section 7**      *The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S)*
- Section 8**      *The local government's plan to fund the maintenance or expansion of any facility or its major components.*

### **APPENDICES**

***Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022***

***Exhibit 1      Maps***

***Exhibit 2      Plans***

***Exhibit 3      Other Supporting Documents***

***Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022***

***Background Information***

This report was prepared in response to Section 403.9302 Florida Statutes (FS) effective July 1, 2022, based on the Legislature recognized need for a long-term planning process for stormwater and wastewater. For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S. The Reserve at Van Oaks Community Development District (“CDD”) does not provide wastewater services, rather they are provided by the City of Auburndale. Therefore, this report does not provide wastewater service projections within this report.

The CDD is located on the north side of Adams Road, approximately three quarters of a mile east of Highway 559 (Polk City Road) in the City of Auburndale, Polk County, Florida in Section 26, Township 27 South, Range 25 East (See Exhibit 1). The overall Reserve at Van Oaks property includes approximately 120 acres, which includes 35 acres of wetlands. The CDD includes 259 single family homes on approximately 85 acres and was approved by the City of Auburndale on January 25, 2021 and Polk County on September 23, 2020.

The ownership and maintenance responsibility of the Master Stormwater System infrastructure within the development is the Reserve at Van Oaks CDD.

The CDD is located within the Southwest Florida Water Management District (SWFWMD).

***SECTION 1***

***1.0 Detailed description of the stormwater management program***

The stormwater management system for the CDD consists of a network of wetlands, wet bottom ponds, inlets, pipes, swales and control structures. Stormwater runoff is collected in curb inlets in the streets or in drainage inlets in the grassed areas and is piped to the ponds. The ponds detain runoff water until they fill to the overflow levels on the control structures. Water overflowing into pond control structure is piped to the wetlands at Lake Vann. The master drainage map shows the locations and identification numbers of the ponds, wetlands, control structures and interconnecting inlets and pipes.

The functions of the stormwater management system are to provide drainage, water quantity discharge attenuation, water quality treatment and flood control. Water quantity discharge attenuation limits the rate of discharge offsite to not more than the rate of runoff that left the property before the property was developed. Water quality treatment reduces the amount of pollutants that are discharged offsite. Water quantity discharge rates and water quality are managed by the size and elevations of the openings in the pond control structures. Water flowing into the ponds is detained to allow sufficient time for sediments to settle to the pond bottom. The sediments carry most of the pollutants to the bottom where they stay indefinitely or are broken down biologically. Floating pollutants remain on the water surface where they evaporate, eventually settle to the bottom, or are manually removed. The upper layers of the water column flow under the skimmer and into the control structure. The volumes of the ponds and the elevations and sizes of the control structures are designed to meet the State and local water quantity and quality requirements.

Each portion of the stormwater management system has been reviewed, approved, permitted and inspected by the Southwest Florida Water Management District (SWFWMD) and the City of Auburndale (City).

There are 3 wet ponds within the development and adjacent to the wetlands at Lake Vann. Two of the ponds have been constructed and are dedicated via Plat, or other legal instrument, to the CDD with a condition that the CDD shall maintain any drainage and Stormwater facilities. Additionally, the City of Auburndale has the right, but not

**Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022**

the obligation, to access, maintain, repair, replace or otherwise care for or cause to be cared for the Stormwater tracts as legally designated. The third pond will be constructed in the future and dedicated to the CDD as well.

Southwest Florida Water Management District Criteria:

- a. Water Quality Criteria  
For wet detention systems, the design treatment volume is as follows:  
(a) one inch of runoff over the drainage area.
- b. Wet Detention Dimension Criteria (measured at/from the Control Elevation)  
(a) Width – 100 feet minimum for linear areas in excess of 200 feet length.
- c. Water Quality Recovery  
The outfall structure for wet detention systems shall be designed to discharge one half of the treatment volume in 60 hours.
- d. Water Quantity Criteria  
The post-development peak rate of discharge will not exceed the pre-development peak rate of discharge from the following storm event:  
  
25-year/24-hour storm event (7.0 in.)

The CDD provides funding on an annual basis for the maintenance of the previously mentioned Stormwater facilities. The operating and maintenance items are listed below.

### **1.1 Narrative Description**

The CDD Stormwater system is dictated by the City of Auburndale and the SWFWMD criteria. The rankings in priority for management of Stormwater are indicated below:

- Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes). Ranking of 5
- Water quality improvement (TMDL Process/BMAPs/other). Ranking of 4
- Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise. Ranking of 3

### **1.2 Current Stormwater Program Activities**

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit? (Y/N)  
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:

The CDD does not have an NPDES Municipal Separate Storm Sewer System (MS4) permit as there is no MS4 system in the vicinity.

- Does your jurisdiction have a dedicated stormwater utility? (Y/N)

The CDD does not have a dedicated Stormwater utility. The Stormwater system is owned and maintained by the Reserve at Van Oaks CDD.

- Does your jurisdiction have a Stormwater Master Plan or Plans?

**Reserve at Van Oaks Community Development District**  
**20-Year Needs Analysis**  
**June 30, 2022**

The project has Master Stormwater Plans approved by both the City of Auburndale and the SWFWMD, neither of which expire or have limitations.

- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

The CDD has a Bond based funding mechanism that is paid for by the residents within the CDD that includes 100% of the CDD Owned and Maintained facilities.

- Does your stormwater management program implement the following:
  - A construction sediment and erosion control program for new construction (plans review and/or inspection)? Yes, the City of Auburndale and the SWFWMD require sediment and erosion control plans on file as well as NPDES permit.
  - An illicit discharge inspection and elimination program? Yes, included in the NPDES permit requirements.
  - A public education program? No.
  - A program to involve the public regarding stormwater issues? No.
  - A “housekeeping” program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, *etc.*? This is not a CDD item.
  - A stormwater ordinance compliance program (*i.e.* for low phosphorus fertilizer)? City of Auburndale and the SWFWMD require sediment and erosion control plans on file as well as NPDES permit.
  - Water quality or stream gage monitoring? N/A
  - A geospatial data or other mapping system to locate stormwater infrastructure (GIS, *etc.*)? Yes, an asbuilt survey has been performed and will be filed with the City of Auburndale and CDD.
  - A system for managing stormwater complaints? Yes, the CDD meeting forum.

### **1.3 Current Stormwater Program Operation and Maintenance Activities**

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

The CDD is responsible for the maintenance of the CDD (public ownership) facilities.

- Does your stormwater operation and maintenance program implement any of the following?

The CDD is responsible for the following activities: routine mowing of turf associated with stormwater ponds, swales, lake banks; debris and trash removal from pond skimmers, inlet grates, ditches; invasive plant management associated with stormwater infrastructure; ditch cleaning; sediment removal from the stormwater system and maintenance of the stormwater piping system and control structures.



**SECTION 2**

**2.0 Detailed description of the stormwater management system and its facilities and projects**

Stormwater System Inventory:

	Number
Estimated feet or miles of buried culvert:	9,920 ft.
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	0
Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):	3
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	0
Number of chemical treatment systems ( <i>e.g.</i> , alum or polymer injection):	0
Number of stormwater pump stations:	0
Number of dynamic water level control structures ( <i>e.g.</i> , operable gates and weirs that control canal water levels):	0
Number of stormwater treatment wetland systems:	0

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality:

Best Management Practice	Current (Y/N)	Planned (Y/N)
Tree boxes	N	N
Rain gardens	N	N
Green roofs	N	N
Pervious pavement/pavers	N	N
Littoral zone plantings	N	N
Living shorelines	N	N
Other: <text box>		

The information provided in the tables above are per the approved construction plans, permits and engineering and contractor cost estimates.

**SECTION 3**

**3.0 The number of current and projected residents served calculated in 5-year increments**

The number of current and projected residents is required to be calculated in 5-year increments for a 20-year period. Unlike a City or County service area, the CDD’s jurisdiction is very limited and can only expand pursuant to State and local approvals. The CDD, however, tracks residents based on voter registration. The table below indicates the current number of registered voting residents in the CDD.

Additionally, the supplemental rule instructions provided by the Office of Economic and Demographic Research (EDR) states when an independent special district completely falls within a county or municipality, EDR will

**Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022**

calculate the appropriate population estimates. The Reserve at Van Oaks lies within the City of Auburndale, Polk County, Florida.

POPULATION PROJECTIONS IN 5-YEAR INCREMENTS				
6/2022	6/2027	6/2032	6/2037	6/2042
0	To be calculated by EDR	To be calculated by EDR	To be calculated by EDR	To be calculated by EDR

**SECTION 4**

**4.0 The current and projected service area for the stormwater management program or stormwater management system**

The boundary of the Stormwater service area is the same as the CDD legal description boundary on file with the County and State of Florida. The CDD service area is not expected to change within the 20-year horizon.

**SECTION 5**

**5.0 The current and projected cost of providing services calculated in 5-year increments**

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs):

Operation and Maintenance Expenditures – per Adopted Budget FY 2022 <sup>1</sup>					
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	\$67,098	\$389,089	\$447,452	\$514,570	\$591,755

<sup>1</sup>Projections are based on 15% estimated increase every 5 years after FY 2022 budget.

<sup>2</sup>Based on FY 2022 Adopted Budget

2. Expansion (that is, improvement) of a stormwater management system.

There are no expansions of the currently permitted Stormwater management system proposed.

**Reserve at Van Oaks Community Development District**  
**20-Year Needs Analysis**  
**June 30, 2022**

**5.1 Routine Operation and Maintenance**

5-YEAR FUNDING SOURCES				
YEAR	ANTICIPATED EXPENDITURES <sup>2</sup>	BUDGET FUNDS AVAILABLE <sup>1</sup>	RESERVES FUND BALANCE	OTHER
2022	\$67,098	Developer Funding Agreement	0	N/A
2023	\$338,399	CDD Property Assessments & Developer Funding	TBD	N/A
2024	\$389,089	CDD Property Assessments & Developer Funding	TBD	N/A
2025	\$447,452	CDD Property Assessments & Developer Funding	TBD	N/A
2026	\$514,570	CDD Property Assessments & Developer Funding	TBD	N/A

<sup>1</sup>Per Net Annual Assessment of \$1,306.55 for 259 units

<sup>2</sup>Per annum expenditures based on an estimated 15% increase

<sup>3</sup>Based on FY 2022 Adopted Budget

The master stormwater management system requires periodic maintenance to ensure that it functions properly. If the system does not function properly there may be flooding, erosion and potentially unpermitted discharges. The SWFWMD and City of Auburndale permits require that the system be maintained and they can initiate enforcement actions for violations.

The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and at least monthly thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity (CDD) should maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and such record on file with the District.

The entities responsible for the systems should also inspect the systems after major storm events to check that they are functioning properly and make any necessary corrections or repairs.

The following maintenance activities are recommended at a minimum.

Schedule	Wet Ponds
Monthly	1. Remove nuisance vegetation including cattails, floating algae, excessive shoreline weeds and brush.
As Needed	2. Repair eroded side slopes, ruts, drop-offs
Monthly	3. Remove floating trash.
Monthly	4. Mow pond banks.

**Reserve at Van Oaks Community Development District**  
**20-Year Needs Analysis**  
**June 30, 2022**

<b>Schedule</b>		<b>Wetlands</b>
Monthly	1.	Remove nuisance vegetation around inflow and outfall control structures.
Monthly	2.	Remove trash.
As Needed	3.	Remove excess sediments washed in at inflow structures.
<b>Schedule</b>		<b>Control Structures</b>
Monthly	1.	Remove vegetation around structure.
Monthly	2.	Remove trash around structure.
As Needed	3.	Repair or replace broken or missing parts including skimmers, grates, PVC pipe
As Needed	4.	Patch leaks.
As Needed	5.	Maintain 12 inches clearance beneath skimmers and PVC elbows.
<b>Schedule</b>		<b>Inlets and Manholes</b>
Monthly	1.	Remove vegetation.
As Needed	2.	Replace broken or missing grates or covers.
As Needed	3.	Patch leaks.
As Needed	4.	Remove trash and sediments inside structure.
<b>Schedule</b>		<b>Pipes</b>
Monthly	1.	Remove sediments and trash.
As Needed	2.	Patch leaks.
<b>Schedule</b>		<b>Pond Underdrains</b>
As Needed	1.	Replace broken cleanout caps.
Monthly	2.	Remove vegetation from outfall pipe end.
Annually	3.	Remove algae growth inside pipes.
Annually	4.	Remove sediments and siltation over filtration sand.
<b>Schedule</b>		<b>Road Underdrains</b>
As Needed	1.	Replace broken cleanout caps.
As Needed	2.	Remove algae growth inside pipes.
Annually	3.	Check outfall pipe end inside inlets and manholes and remove any blockages.

**5.2 Expansion Projects with a Committed Funding Source**

There are no expansion projects beyond the currently permitted system proposed.

**5.3 Future Expansion with No Identified Funding Source**

There are no future expansions beyond the currently permitted system to the Master Stormwater System proposed.

**5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

There are no initiatives related to climate change.

**SECTION 6**

**6.0 The estimated remaining useful life of each facility or its major components**

The estimated remaining useful life of the Stormwater system and facilities is 25 years. The system is monitored on a regular basis per the above Operation and Maintenance schedules. Replacement as well as repairs are provided as needed to the components of the system. The replacement of the inlets, control outfall structures but should not be a major expense to the CDD within the next 20-year time horizon. No major replacements which include culverts and pipe networks, control structures, etc. are expected within the next 20 years. All Stormwater pond systems and conveyance elements are maintained and have an anticipated service life longer than 20 years.

**End of Useful Life Replacement Projects with a Committed Funding Source as well as No Identified Funding Sources.**

Expenditures

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Reserve at Van Oaks CDD	N/A	N/A	N/A	N/A	N/A

**SECTION 7**

**7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.**

The CDD was established on January 18, 2022 and therefore there is no history of annual contributions. See Section 5.1 for future 5-year Funding Sources.

**SECTION 8**

**8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.**

Based on the CDD's funding mechanisms, there are no anticipated funding gaps or unfunded projects.

*Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022*

**REPORT SUBMITTAL AND DOCUMENTATION**

As required by Section 403.9302 Florida Statutes (FS), this report is submitted to the Reserve at Van Oaks CDD and to the City of Auburndale. The City is required to compile all reports for their City and submit a consolidated report to the State by June 30, 2022. The exhibits attached include supporting data and illustrations.

**ENGINEER'S CERTIFICATION**

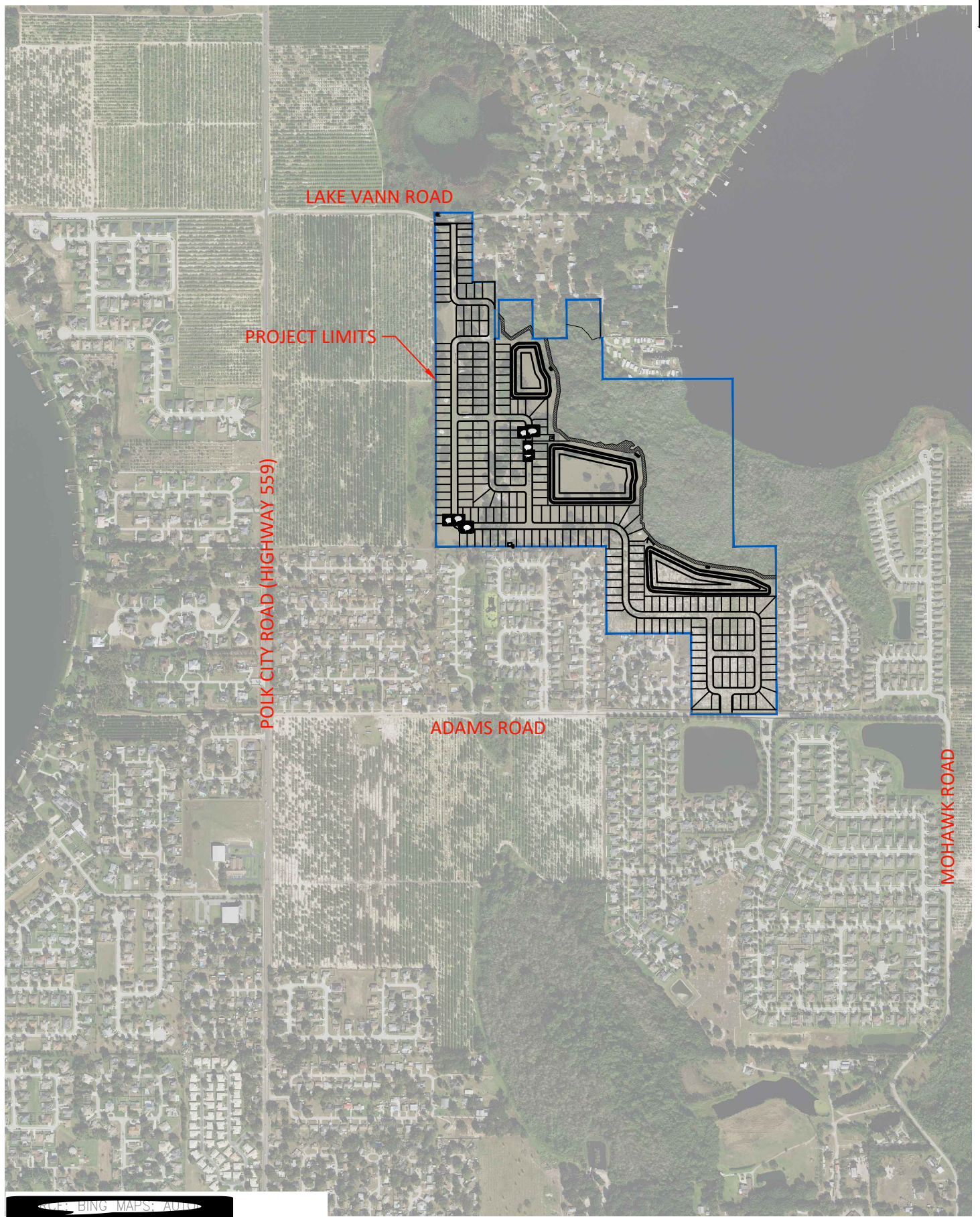
I hereby certify to the best of my knowledge that the foregoing is a true and correct copy of the report for the Reserve at Van Oaks Community Development District. Poulos & Bennett has field verified the operation and maintenance status of the existing Stormwater system facilities and it is functioning as designed and permitted.

  
Eric E. Warren, PE  
Florida License No. 45423  
Poulos & Bennett, LLC, Eng. Bus. No. 28567

*Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022*

# *Exhibit 1 Maps*





Location Map

# Reserve at Van Oaks

August 30, 2021  
P & B Job No.: 20-166

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

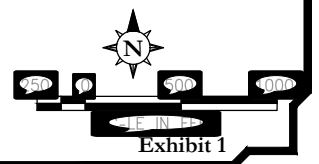


Exhibit 1



*Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022*

# *Exhibit 2 Plans*







*Reserve at Van Oaks Community Development District  
20-Year Needs Analysis  
June 30, 2022*

# *Exhibit 3 Supporting Documents*



City of Auburndale  
Auburndale, Florida 33823

#1 Bobby Green Plaza  
Community Development Department

P. O. Box 186  
Phone (863) 965-5530  
Fax (863) 965-5507

January 25, 2021

Mr. Tim VanWormer  
Poulos & Bennett  
2602 E. Livingston St.  
Orlando, FL 32803  
Office: 407.487.2594

Dear Mr. VanWormer,  
City Staff has reviewed the plans submitted for the proposed Jeans Road Subdivision project and found the plans meet the requirements of the City of Auburndale's Land Development Code. Permits may be pulled pending outside agency approvals (SWFWMD, DEP, etc.).

Should any matters or questions arise during the construction process regarding zoning please feel free to contact me at 863-965-5530. Should you have any questions regarding permits, building codes, etc. please contact the Construction Services Department at the same number. Thank you for your time.

Sincerely,

*Jesse W. Pearson*

Jesse W. Pearson  
City Planner  
City of Auburndale



330 West Church Street  
PO Box 9005 • Drawer GM03  
Bartow, Florida 33831-9005

PHONE: 863-534-6792  
FAX: 863-534-6407  
[www.polk-county.net](http://www.polk-county.net)

---

**LAND DEVELOPMENT DIVISION**

September 23, 2020

Eric Warren  
2602 E. Livingston Street  
Orlando, FL 32803

**Re:           Application Name:** Jeans Road Property Driveway  
**Final Development Approval Level 2 for Project #:** LDNON-2020-83

Dear Eric Warren,

The Final Development Approval for the above referenced project has been granted on 9/23/2020 and the plans are now stamped approved by the Land Development Division. The Development Approval for your Level 2 construction plan is valid until 9/23/2023.

Sincerely,

A handwritten signature in blue ink that reads "Gregor E. Hentschel". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Gregor E. Hentschel, PE  
County Engineer

## **Affidavit and Acceptance of Final Development Approval Conditions**

Pursuant to the Plan Approval Letter for Jeans Road Property Driveway, Project # LDNON-2020-83 Development approval is hereby issued subsequent to the following conditions:

1. Chapter 2012-205, Laws of the State of Florida  
Amended FS 125.022 and Amended 136.033

The Applicant for a Development permit is responsible to obtain any permit or approval required by state or federal laws or regulations or shall fulfill obligations required by state or federal agency or by state of federal laws or regulations. The issuance of a permit by the County does not create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for the issuance of the permit if the applicant fails to obtain the required approvals or fails to fulfill the obligations imposed by the state or federal agency or undertakes actions that result in a violation of state or federal law.

The applicant shall obtain all permits or approvals required by state or federal laws or regulations or shall fulfill obligations required by a state or federal agency, then the County shall require that the applicant obtain the required state of federal permit or approval prior to the County issuing a development permit.

2. A copy of this affidavit and a set of approved construction plans must be retained on site during construction.

3. No potable water, reclaimed water or sanitary sewer lines may be installed until the Florida Department of Environmental Protection permit for wastewater collection and Polk County Health Department permit for water distribution systems have been issued, if applicable.

# CERTIFICATE OF CONCURRENCY DETERMINATION

**Certificate Number:** LDNON-2020-83

**Application Name:** Jeans Road Property Driveway

**Polk County Parcel Numbers:** 252726000000023020

**Development Area:**

**Issue to:**

Eric Warren  
2602 E. Livingston Street  
Orlando, FL 32803

On behalf of the owner:

This is to certify that transportation, water, wastewater, and school facilities have been evaluated for concurrency pursuant to the Polk County Comprehensive Plan and Land Development Code. Facility capacities are hereby allocated for the following development:

**NO MORE THAN OFFSITE IMPROVEMENTS TO LAKE VAN ROAD WITH CONNECTION TO PROPOSED DEVELOPMENT. LOCATED ON THE SOUTH SIDE OF LAKE VAN ROAD APPROXIMATELY 0.5 MILES EAST OF CR 559 WITH ASSOCIATED INFRASTRUCTURE ON 0.58 ± ACRES.**

Specifically, impacts are as follows:

<b>Road Links:</b>	<b>Road Links Series</b>	<b>Road Links</b>	<b>NSEW</b>	<b>Trip Count</b>
	8000	8086	E	31
	8000	8086	W	18
	8300	8301	N	77
	8300	8301	S	45

**Potable Water:**

**Waste Water:**

**Reclaimed Water:** Reclaimed water is to be used for irrigation. If reclaimed water is not available as determined by the County, the County will provide the lowest quality water available for irrigation. The Developer is responsible for the connection assembly, as required by the County, to provide irrigation water.

This CERTIFICATE OF CONCURRENCY terminates with the expiration of the County Engineer's approval of the construction plans for this project. This Certificate for the above-noted capacities is related to this specific development and is transferable with the property, but may not be transferred to any other property.



**DESCRIPTION:**

A parcel of land lying within Section 26, Township 27 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of LOT 12 WOODLAND MEADOWS, as per the map or plat thereof as recorded in Plat Book 103, Page 33 of the Public Records of Polk County, Florida; thence along the West boundary line of the Northeast 1/4 of the Southwest 1/4 of said Section 26, N.00°05'46"W., a distance of 178.12 feet; thence N.89°56'03"E., a distance of 100.31 feet; thence N.71°34'38"E., a distance of 25.00 feet; thence S.88°57'18"E., a distance of 71.18 feet; thence N.89°57'56"E., a distance of 14.88 feet; thence N.00°02'04"W., a distance of 120.00 feet; thence N.89°57'56"E., a distance of 490.07 feet; thence N.00°03'57"W., a distance of 170.00 feet; thence S.89°57'56"W., a distance of 120.00 feet; thence N.00°03'57"W., a distance of 370.86 feet; thence N.89°56'03"E., a distance of 120.00 feet; thence N.64°14'45"E., a distance of 55.48 feet; thence N.89°56'03"E., a distance of 169.74 feet; thence N.09°30'34"E., a distance of 23.87 feet to a proposed wetland setback line; thence along said setback line the following eight (8) courses; (1) thence N.14°43'35"W., a distance of 51.20 feet; (2) thence N.03°44'07"E., a distance of 61.52 feet; (3) thence N.04°10'20"W., a distance of 20.63 feet; (4) thence N.09°35'04"E., a distance of 187.25 feet; (5) thence N.04°57'10"W., a distance of 125.60 feet; (6) thence N.24°34'29"W., a distance of 47.66 feet; (7) thence N.40°03'15"W., a distance of 41.01 feet; (8) thence N.12°21'20"W., a distance of 215.74 feet to the South boundary line of lands described in Official Records Book 8848, Page 2025, of the Public Records of Polk County, Florida; thence along said South boundary and along the South Boundary line of lands described in Official Records Book 6557, Page 127 of the Public Records of Polk County, Florida, N.89°53'34"E., a distance of 174.07 feet to the East boundary line of lands described in Official Records Book 6557, Page 127; thence along said East boundary line, N.00°22'02"E., a distance of 301.04 feet to the South right-of-way line of Jeans Road; thence along said South right-of-way line, N.89°45'36"E., a distance of 264.01 feet to the West right-of-way line of Lake Van Road; thence along said West right-of-way the following four (4) courses, (1) S.00°22'02"W., a distance of 301.77 feet; (2) thence N.89°55'05"E., a distance of 13.10 feet; (3) thence S.00°22'02"W., a distance of 320.10 feet; (4) thence N.89°44'29"E., a distance of 35.76 feet; thence S.89°39'44"E., a distance of 977.13 feet to the West boundary line of the East 10 acres of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence along said West boundary line, S.00°12'55"E., a distance of 1,294.75 feet to the South boundary line of the aforementioned East 10 acres; thence along said South boundary line, N.89°58'39"E., a distance of 336.95 feet to the West boundary of DIAMOND RIDGE per the map or plat thereof as recorded in Plat Book 107, Page 35; thence along said West boundary line, S.00°12'55"E., a distance of 1,281.21 feet to the North right-of-way line of Adams Road; thence along said North right-of-way line, N.89°14'46"W., a distance of 661.89 feet to the East boundary of INDIAN SPRINGS per the map or plat thereof as recorded in Plat Book 99, Page 25; thence along said East boundary, N.00°09'10"W., a distance of 595.12 feet to the North boundary of said INDIAN SPRINGS; thence along said North boundary line, S.89°58'45"W., a distance of 661.08 feet to the East boundary of INDIAN SPRINGS PHASE II as per the map or plat thereof as recorded in Plat Book 103, Page 11; thence along said East boundary, N.00°04'59"W., a distance of 677.09 feet to the North boundary of said INDIAN SPRINGS PHASE II; thence along the North boundary of said INDIAN SPRINGS PHASE II, EAGLE POINT as per the map or plat thereof as recorded in Plat Book 116, Page 46, and WOODLAND MEADOWS as per the map or plat thereof as recorded in Plat Book 103, Page 33, S.89°58'39"W., a distance of 1,323.41 feet to the POINT OF BEGINNING.

Containing 85.409 acres, more or less.

**DESCRIPTION: (Phase 2)**

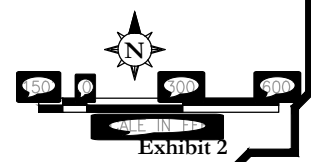
A parcel of land lying within Section 26, Township 27 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northwest corner of LOT 12, WOODLAND MEADOWS SUBDIVISION, as per the map or plat thereof as recorded in Plat Book 103, Page 33 of the Public Records of Polk County, Florida; thence along the West boundary line of the Northeast 1/4 of the Southwest 1/4 of said Section 26, N.00°05'46"W., a distance of 178.12 feet for a POINT OF BEGINNING; thence continue along said West boundary line, N.00°05'46"W., a distance of 1,121.34 feet to the West Boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 26; thence along said West boundary line, N.00°03'35"W., a distance of 1,297.92 feet to the North Boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 26; thence along said North boundary line, N.89°48'47"E., a distance of 287.80 feet to the West boundary of lands described in Official Records Book 4278, Page 1688, of the Public Records of Polk County, Florida; thence along said West boundary line and the West boundary of lands described in Official Records Book 5617, Page 2132, of the Public Records of Polk County, Florida, S.00°06'56"W., a distance of 538.90 feet to the South boundary of said lands described in Official Records Book 5617, Page 2132; thence along said South boundary line, S.89°59'48"E., a distance of 174.83 feet to the West right-of-way line of Jeans Road; thence along said West right-of-way line, S.00°00'10"E., a distance of 439.96 feet; thence N.89°45'52"E., a distance of 30.43 feet; thence N.00°00'40"W., a distance of 300.69 feet to the South right-of-way line of Jeans Road; thence along said South right-of-way line, N.89°48'51"E., a distance of 264.44 feet to the West boundary line of lands described in Official Records Book 8848, Page 2025; thence along said West boundary line S.00°05'54"W., a distance of 300.66 feet to the South boundary line of lands described in Official Records Book 8848, Page 2025; thence along said South boundary line, N.89°53'34"E., a distance of 87.93 feet to a proposed wetland setback line; thence along said setback line the following eight (8) courses; (1) S.12°21'20"E., a distance of 215.74 feet; (2) thence S.40°03'15"E., a distance of 41.01 feet; (3) thence S.24°34'29"E., a distance of 47.66 feet; (4) thence S.04°57'10"E., a distance of 125.60 feet; (5) thence S.09°35'04"W., a distance of 187.25 feet; (6) thence S.04°10'20"E., a distance of 20.63 feet; (7) thence S.03°44'07"W., a distance of 61.52 feet; (8) thence S.14°43'35"E., a distance of 51.20 feet; thence S.09°30'34"W., a distance of 23.87 feet; thence S.89°56'03"W., a distance of 169.74 feet; thence S.64°14'45"W., a distance of 55.48 feet; thence S.89°56'03"W., a distance of 120.00 feet; thence S.00°03'57"E., a distance of 370.86 feet; thence N.89°57'56"E., a distance of 120.04 feet; thence S.00°02'04"E., a distance of 65.99 feet; thence S.00°03'57"E., a distance of 104.01 feet; thence S.89°57'56"W., a distance of 490.07 feet; thence S.00°02'04"E., a distance of 120.00 feet; thence N.89°08'30"W., a distance of 86.06 feet; thence S.71°34'38"W., a distance of 25.00 feet; thence S.89°56'03"W., a distance of 100.31 feet to the POINT OF BEGINNING.

Containing 34.348 acres, more or less.

Legal Description

**Reserve at Van Oaks**



# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

## FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**Reserve at Van Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, whose mailing address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431 (“**District**”), and

**Home Encounter HECM, LLC**, a Florida limited liability company, d/b/a HomeRiver Group, whose address is 12906 Tampa Oaks Blvd, Suite 100, Temple Terrace, Florida 33617 (“**Manager**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

**WHEREAS**, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

**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:

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

**Section 2. Manager’s Obligation.**

- A. Field Operations Management.** The Manager shall provide the District with field operations management services for the Improvements, and shall designate a representative for purposes of reporting to and coordinating with the District (“**Manager’s Representative**”). The Manager’s Representative shall initially be \_\_\_\_\_, and Manager shall notify the District in writing of any change in the Manager’s Representative. Manager shall be responsible for, and authorized to perform

on behalf of the District, general oversight and management of the Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.*** The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.*** The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- E. *Limitations on Manager's Duties.*** Notwithstanding anything contained herein to the contrary:
  - i.** The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
  - ii.** The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

**Section 3. Compensation.** The District shall pay the Manager One Thousand Two Hundred Fifty-One Dollars (\$1,251.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.

**Section 4. Term.**

- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2022, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

- B.** Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

**Section 5. Insurance.** The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

**Section 6. Indemnity.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

**Section 7. Recovery of Costs and Fees.** In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**Section 8. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 9. Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.

**Section 10. Independent Contractor Status.** In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**Section 11. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**Section 12. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

**Section 13. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

**Section 14. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

**Section 15. 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, and at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**Section 16. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

**Section 17. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

**Section 18. Public Records.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**Section 19. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**Section 20. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager 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 any doubtful language will not be interpreted or construed against any party.

**Section 21. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Chairman, Board of Supervisors

**HOME ENCOUNTER HECM, LLC d/b/a  
HOMERIVER GROUP**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT A

### Managerial Services – \$1,251.00 per month

1. Operate the common elements and other property owned by the CDD (the “**Property**”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District’s policies and Rules of Procedure.
3. Solicit and negotiate bids for purchases of services and materials to the District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Manager Representative may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/non - Holiday per fiscal year. Any meeting over 3 hours will be billed at \$100 per hour for the time over the three-hour limit. Lastly, any meeting requiring Manager Representative participation that extends beyond 9pm will be billed at \$100 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$100 per hour.



# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2022-07**

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

**WHEREAS**, the Reserve at Van 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 RESERVE AT VAN 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 Polk County, Florida.

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

**PASSED AND ADOPTED** this 21st day of September, 2022.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2022**

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2022**

	General Fund	Total Governmental Funds
<b>ASSETS</b>		
Cash	\$ 21,752	\$ 21,752
Due from Landowner	6,346	6,346
Total assets	28,098	28,098
 <b>LIABILITIES AND FUND BALANCES</b>		
Liabilities:		
Accounts payable	\$ 15,186	\$ 15,186
Due to Landowner	825	825
Due to other	6,086	6,086
Landowner advance	6,000	6,000
Total liabilities	28,097	28,097
 <b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred receipts	6,346	6,346
Total deferred inflows of resources	6,346	6,346
 Fund balances:		
Unassigned	(6,345)	(6,345)
Total fund balances	(6,345)	(6,345)
 Total liabilities, deferred inflows of resources and fund balances	 \$ 28,098	 \$ 28,098

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ 14,927	\$ 67,098	22%
Total revenues	<u>-</u>	<u>14,927</u>	<u>67,098</u>	22%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	-	-	24,000	0%
Legal	2,000	14,000	25,000	56%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	333	0%
Telephone	16	116	200	58%
Postage	46	102	500	20%
Printing & binding	42	292	500	58%
Legal advertising	-	6,427	6,500	99%
Annual special district fee	-	125	175	71%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>2,104</u>	<u>21,272</u>	<u>67,098</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(2,104)	(6,345)	-	
Fund balances - beginning	(4,241)	-	-	
Fund balances - ending	<u>\$ (6,345)</u>	<u>\$ (6,345)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued



**RESERVE AT VAN OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

The Board of Supervisors of the Reserve at Van Oaks Community Development District held Multiple Public Hearings and a Regular Meeting on April 4, 2022, at 12:00 P.M., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

**Present at the meeting:**

Garth Noble	Chair
Martha Schiffer	Vice Chair
Jerry Tomberlin	Assistant Secretary

**Also present were:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Eric Warren (via telephone)	Interim District Engineer
Ashton Bligh (via telephone)	Bond Counsel
Edmon Rakipi (via telephone)	Supervisor-Elect

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 12:04 p.m. Supervisors Noble, Tomberlin and Schiffer were present, in person. Supervisor-Elect Rakipi was attending via telephone. Supervisor Torres was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisor Edmon Rakipi (*the following will be provided in a separate package*)**

**A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

39 **B. Membership, Obligations and Responsibilities**

40 **C. Chapter 190, Florida Statutes**

41 **D. Financial Disclosure Forms**

42 **I. Form 1: Statement of Financial Interests**

43 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

44 **III. Form 1F: Final Statement of Financial Interests**

45 **E. Form 8B: Memorandum of Voting Conflict**

46 Ms. Suit stated the Oath of Office will be administered to Mr. Rakipi when he is present,  
47 in person.

48

49 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments  
and Objections to the Adoption of the  
Rules of Procedure, Pursuant to Sections  
120.54 and 190.035, Florida Statutes**

50

51

52

53

54 **A. Affidavits of Publication**

55 The affidavits of publication were provided for informational purposes.

56 **B. Consideration of Resolution 2022-31, Adopting Rules of Procedure; Providing a  
57 Severability Clause; and Providing an Effective Date**

58 The Rules of Procedure were unchanged since presented at the Organizational Meeting.

59

60 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the  
61 Public Hearing was opened.**

62

63

64 No members of the public spoke.

65

66 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the  
67 Public Hearing was closed.**

68

69

70 Ms. Suit presented Resolution 2022-31.

71

72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107

**On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, Resolution 2022-31, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2021/2022 Budget**

**A. Affidavit of Publication**

The affidavit of publication was provided for informational purposes.

**B. Consideration of Resolution 2022-32, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date**

Ms. Suit presented the proposed Fiscal Year 2022 budget. It is a Landowner-funded budget, with expenses being funded as they are incurred.

**On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the Public Hearing was opened.**

No members of the public spoke.

**On MOTION by Mr. Tomberlin and seconded by Ms. Schiffer, with all in favor, the Public Hearing was closed.**

Ms. Suit presented Resolution 2022-32.

**On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, Resolution 2022-32, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

108 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-33, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date**

109  
110  
111  
112  
113  
114  
115  
116

117 Ms. Suit distributed a version of the proposed Fiscal Year 2023 budget highlighting the  
118 changes that were made. On Page 2, "Off-roll revenue assessment" was changed to  
119 "Landowner contribution" and the "off-roll assessment" legend, previously on the last page,  
120 was relocated to the bottom of Page 2.

121 Mr. Earlywine asked if it is too late for on-roll assessments to be placed on the tax rolls.  
122 Mr. Noble believed the Meritage Homes of Florida Inc plat was recorded. Mr. Earlywine  
123 suggested scheduling a call with Mr. Szymonowicz, as about six closings are expected this year  
124 and he wants to clarify that Estoppel letters will be issued and field operation and maintenance  
125 costs will be collected at the closings.

126 Ms. Suit presented Resolution 2022-33.

127

**On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, Consideration of Resolution 2022-33, Approving a Proposed Budget for Fiscal Year 2022/2023, subject to review by District Staff in consultation with the Chair, and Setting a Public Hearing Thereon Pursuant to Florida Law on July 11, 2022, at 12:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date, was adopted.**

128  
129  
130  
131  
132  
133  
134  
135

136  
137

138 **SEVENTH ORDER OF BUSINESS**

**Presentation of Engineer's Report (for informational purposes)**

139  
140

141 Mr. Earlywine asked if there were changes made to the Engineer's Report or the  
142 Methodology Report since the assessment hearing was held. Mr. Warren replied affirmatively;  
143 certain qualifying notes were relocated within the Engineer's Report but nothing of context

144 changed. Ms. Suit replied no and reviewed the figures in Tables 1, 2 and 3 of the Methodology  
145 Report.

146

147 **EIGHTH ORDER OF BUSINESS**

**Master Special Assessment Methodology  
Report (for informational purposes)**

148

149

150 This item was discussed during the Seventh Order of Business.

151

152 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-34,  
Authorizing the Issuance of Its Reserve at  
Van Oaks Community Development  
District Special Assessment Bonds, Series  
2022 (the "Series 2022 Bonds");  
Determining Certain Details of the Series  
2022 Bonds and Establishing Certain  
Parameters for the Sale Thereof;  
Approving the Form of and Authorizing the  
Execution and Delivery of a First  
Supplemental Trust Indenture; Authorizing  
the Negotiated Sale of the Series 2022  
Bonds; Approving the Form of And  
Authorizing the Execution and Delivery of a  
Bond Purchase Contract with Respect to  
the Series 2022 Bonds and Awarding the  
Series 2022 Bonds to the Underwriter  
Named Therein; Approving the Form of  
and Authorizing the Distribution of a  
Preliminary Limited Offering  
Memorandum Relating to the Series 2022  
Bonds and Its Use by the Underwriter in  
Connection with the Offering For Sale of  
the Series 2022 Bonds; Approving the  
Execution and Delivery of a Final Limited  
Offering Memorandum Relating to the  
Series 2022 Bonds; Approving the Form of  
and Authorizing the Execution and Delivery  
of a Continuing Disclosure Agreement;  
Providing for the Application of the Series  
2022 Bond Proceeds; Authorizing the  
Proper Officials to Do All Things Deemed  
Necessary in Connection with the Issuance,**

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

**Sale and Delivery of the Series 2022 Bonds;  
Making Certain Declarations; Providing an  
Effective Date and for Other Purposes**

185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215

Ms. Blight presented Resolution 2022-34. The Bond Delegation is a supplemental Resolution that was contemplated when the Board adopted the original Resolution in January 2022. This Resolution includes and/or accomplishes the following:

- Documents to sell one Series of bonds are exhibits to the Resolution.
- Sets forth that the CDD is issuing the Special Assessment bonds, Series 2022 for the primary purpose of providing funds to pay all or a portion of the costs of the public infrastructure that will support 259 single-family residential units.
- Sets forth the forms of documents attached to the Resolution, including the First Supplemental Indenture, Bond Purchase Contract between the Underwriter and the CDD and Preliminary Limited Offering Memorandum (PLOM) that will be used by the Underwriter to market and sell the bonds.
- The Rule 15c2-12 Certificate deems the PLOM as final.
- The Continuing Disclosure Agreement describes certain post-closing disclosure obligations of the CDD and any other obligated party.
- Section 4 explains that the CDD is not required to do a public offering of the bonds.
- Section 5 includes the parameters for the bonds; any optional redemption for the bonds will be determined at pricing.
- Sets forth that the interest rate on the Series 2022 bonds will not exceed that which is allowed by Florida law.
- Sets forth that the aggregate for the full amount of the Series 2022 bonds shall not exceed \$5.5 million and shall have a final maturity not later than the maximum terms allowed by Florida law, currently 30 years of principal amortization.
- Sets forth that the price of the Series 2022 bonds shall be quoted with the Underwriter, via the Bond Purchase Contract, and shall not be less than 98% of the aggregate face amount of the Series 2022 bonds.

Mr. Earlywine stated that adopting Resolution 2022-34 will allow Mr. Kessler, of FMSbonds, to price and sell the bonds.

216 Mr. Noble noted the statement that the Series 2022 bonds shall not exceed \$5.5 million  
 217 but the opinion anticipated the probable cost to be approximately \$5.7 to \$5.8 million. Mr.  
 218 Earlywine pointed out that the figures in the Supplemental Assessment Methodology Report  
 219 will be adjusted once they price the bonds.

220

221 **On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor,**  
 222 **Resolution 2022-34, Authorizing the Issuance of Its Reserve at Van Oaks**  
 223 **Community Development District Special Assessment Bonds, Series 2022 (the**  
 224 **"Series 2022 Bonds"); Determining Certain Details of the Series 2022 Bonds and**  
 225 **Establishing Certain Parameters for the Sale Thereof; Approving the Form of**  
 226 **and Authorizing the Execution and Delivery of a First Supplemental Trust**  
 227 **Indenture; Authorizing the Negotiated Sale of the Series 2022 Bonds;**  
 228 **Approving the Form of And Authorizing the Execution and Delivery of a Bond**  
 229 **Purchase Contract with Respect to the Series 2022 Bonds and Awarding the**  
 230 **Series 2022 Bonds to the Underwriter Named Therein; Approving the Form of**  
 231 **and Authorizing the Distribution of a Preliminary Limited Offering**  
 232 **Memorandum Relating to the Series 2022 Bonds and Its Use by the**  
 233 **Underwriter in Connection with the Offering For Sale of the Series 2022 Bonds;**  
 234 **Approving the Execution and Delivery of a Final Limited Offering Memorandum**  
 235 **Relating to the Series 2022 Bonds; Approving the Form of and Authorizing the**  
 236 **Execution and Delivery of a Continuing Disclosure Agreement; Providing for the**  
 237 **Application of the Series 2022 Bond Proceeds; Authorizing the Proper Officials**  
 238 **to Do All Things Deemed Necessary in Connection with the Issuance, Sale and**  
 239 **Delivery of the Series 2022 Bonds; Making Certain Declarations; Providing an**  
 240 **Effective Date and for Other Purposes, was adopted.**

241

242

243 **TENTH ORDER OF BUSINESS**

244

245

246

247

248

249

250

251

252

253

254

255

256

Consideration of Resolution 2022-35,  
 Setting Forth the Specific Terms of the  
 District’s Special Assessment Revenue  
 Bonds, Series 2022 (“Series 2022 Bonds”);  
 Making Certain Additional Findings and  
 Confirming and/or Adopting A  
 Supplemental Engineer’s Report and a  
 Supplemental Assessment Report;  
 Delegating Authority to Prepare Final  
 Reports and Update this Resolution;  
 Confirming the Maximum Assessment Lien  
 Securing the Bonds; Addressing the  
 Allocation and Collection of the  
 Assessments Securing the Series 2022



Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Suit presented Resolution 2022-35 and read the title. Mr. Earlywine explained the purpose of this Resolution and explained that it is now presented after the Delegation Award Resolution and no longer presented after the bonds are priced.

On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, Resolution 2022-35, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2022 (“Series 2022 Bonds”); Making Certain Additional Findings and Confirming and/or Adopting A Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Series 2022 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Forms of Issuer’s Counsel Documents

Mr. Earlywine discussed the purposes of the following:

- A. Collateral Assignment Agreement
- B. Completion Agreement
- C. Declaration of Consent
- D. Disclosure of Public Finance
- E. True-Up Agreement

On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor, the Collateral Assignment Agreement, Completion Agreement, Declaration of Consent, Disclosure of Public Finance and True-Up Agreement, all in substantial form, were approved.

295 **TWELFTH ORDER OF BUSINESS**

**Discussion: Construction Status**

296

297 Mr. Earlywine stated that the CDD already acquired the first Phase Utility and the  
298 Acquisition Agreement was already executed.

299

**On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, authorizing the CDD to acquire the balance of the project, in the amounts set forth in the Engineer’s Report, subject to Staff preparing the documents, was approved.**

304

305

306 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date**

307

308

309

310

311 This item was deferred.

312

313 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date**

314

315

316

317

318

319

320 This item was deferred.

321

322 **FIFTEENTH ORDER OF BUSINESS**

**Approval of Unaudited Financial Statements as of February 28, 2022**

323

324

325 Ms. Suit presented the Unaudited Financial Statements as of February 28, 2022.

326

**On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the Unaudited Financial Statements as of February 28, 2022, were accepted.**

329

330

331 **SIXTEENTH ORDER OF BUSINESS**

**Approval of Minutes**

332

333 Ms. Suit presented the following:

- 334 A. **March 7, 2022 Landowners’ Meeting**
- 335 B. **March 7, 2022 Public Hearings and Regular Meeting**

336

337 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the**  
 338 **March 7, 2022 Landowners’ Meeting and the March 7, 2022 Public Hearings**  
 339 **and Regular Meeting Minutes, as presented, were approved.**

340

341

**SEVENTEENTH ORDER OF BUSINESS**

**Staff Reports**

342

- 343
- 344 A. **District Counsel: *KE Law Group, PLLC***

345 Mr. Earlywine expected it to take Mr. Kessler about two weeks to sell the bonds once he  
 346 receives approval to price them. He recalled a request to hold off until they closed on the  
 347 property. A Board Member stated they are working on moving up the estimated closing date to  
 348 May instead of August.

- 349 B. **District Engineer (Interim): *Poulos & Bennett, LLC***

350 Ms. Suit asked Mr. Warren to submit a proposal to prepare and submit the 20-Year  
 351 Stormwater Management Needs Analysis Report that is due to the County by June 30, 2022.  
 352 The Board agreed to allow the Chair to approve it and present it for ratification at the July  
 353 meeting.

- 354 C. **District Manager: *Wrathell, Hunt and Associates, LLC***

355 There was no report.

- 356 • **NEXT MEETING DATE: TBD**
- 357 ○ **QUORUM CHECK**

358 The next meeting will be held on July 11, 2022.

359

**EIGHTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

360

361 There were no Board Members’ comments or requests.

362

**NINETEENTH ORDER OF BUSINESS**

**Public Comments**

363

364 No members of the public spoke.

365

366

367 TWENTIETH ORDER OF BUSINESS

Adjournment

368

369 There being nothing further to discuss, the meeting adjourned.

370

371 **On MOTION by Mr. Tomberlin and seconded by Mr. Noble, with all in favor,**  
372 **the meeting adjourned at 12:45 p.m.**

373

374

375

376

377

378

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

379  
380  
381  
382  
383  
384

---

Secretary/Assistant Secretary

---

Chair/Vice Chair