

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**August 7, 2023**

**BOARD OF SUPERVISORS  
PUBLIC HEARINGS AND  
REGULAR MEETING  
AGENDA**

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

**AGENDA**  
**LETTER**

# 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

July 31, 2023

### 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 Public Hearings and a Regular Meeting on August 7, 2023 at 1:00 p.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. Consider Appointment to Fill Unexpired Term of Seat 1; *Term Expires November 2026*
  - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
    - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - II. Membership, Obligations and Responsibilities
    - III. Financial Disclosure Forms
      - a. Form 1: Statement of Financial Interests
      - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - c. Form 1F: Final Statement of Financial Interests
    - IV. Form 8B: Memorandum of Voting Conflict
  - B. Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date
4. Consideration of Resolution 2023-06, Ratifying the Actions of the District Manager in Re-Scheduling and Re-Noticing the Public Hearing on the Levy and Imposition of Special Assessments; Amending Resolution 2023-05 to Set the Public Hearing Thereon for August 7, 2023, at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809

5. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
6. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owners
  - C. Consideration of Resolution 2023-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Fiscal Year 2023/2024 Deficit Funding Agreement
8. Public Hearing to Hear Public Comments and Objections to the Adoption of the Amenity Facilities Rules and Rates, Pursuant to Sections 120.54 and 190.035, Florida Statutes
  - A. Affidavits of Publication
  - B. Consideration of Resolution 2023-09, Adopting Amenity Facilities Rules and Rates; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Resolution 2023-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
10. Consideration of Resolution 2023-11, Ratifying Confirming, and Approving the Sale of Bonds
11. Ratification of Poulos & Bennett, LLC, Agreement for Engineering Services
12. Ratification of Amended and Restated Acquisition of Phase 1 Improvements
13. Ratification of Cornerstone, Estimate 3849: RVO3871 – 1049 Oak Valley Drive



- 14. Acceptance of Unaudited Financial Statements as of June 30, 2023
- 15. Approval of May 1, 2023 Regular Meeting Minutes
- 16. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer *Poulos & Bennett, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 4, 2023 at 1:00 PM

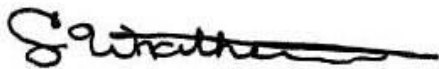
○ QUORUM CHECK

SEAT 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARTHA SCHIFFER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	EDMON RAKIPI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CHRIS TORRES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 17. Board Members' Comments/Requests
- 18. Public Comments
- 19. 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**

**3B**

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, 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 Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** \_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

**Kristen Suit** is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RE-SCHEDULING AND RE-NOTICING THE PUBLIC HEARING ON THE LEVY AND IMPOSITION OF SPECIAL ASSESSMENTS; AMENDING RESOLUTION 2023-05 TO SET THE PUBLIC HEARING THEREON FOR AUGUST 7 2023, AT 1:00 P.M., AT HOLIDAY INN EXPRESS & SUITES, LAKELAND NORTH I-4, 4500 LAKELAND PARK DRIVE, LAKELAND, FLORIDA 33809**

**WHEREAS**, the Reserve at Van Oaks Community Development District (“**District**”) is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District held a meeting of its Board of Supervisors on May 1, 2023, and adopted Resolution 2023-04, which, in part, set the public hearing to consider the levy and imposition of special assessments, and set the hearing thereon for July 3, 2023 at 1:00 p.m.; and

**WHEREAS**, as a result of the lack of a quorum, the Board was unable to hold the public hearing on July 3, 2023; and

**WHEREAS**, the District Manager, at the direction of the Chairman of the Board of Supervisors, rescheduled the date of the public hearing to August 7, 2023, at 1:00 p.m., at the same location as provided in Resolution 2023-04, and caused notice thereof to be provided pursuant to Florida law.

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

**SECTION 1.** Resolution 2023-04 is hereby amended (the “Amendment”) to reflect the changed date and time of the public hearing on the levy and imposition of special assessments from July 3, 2023 at 1:00 p.m., to August 7, 2023 at 1:00 p.m. With the exception of the Amendment, Resolution 2023-04 shall remain unchanged and in full force and effect.

**SECTION 2.** The action of the District Manager in re-scheduling and re-noticing the public hearing is hereby ratified and approved.

[SIGNATURES ON FOLLOWING PAGE]

**Adopted** this 7th day of August, 2023.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5A**



# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Daphane Gillyard  
Reserve at Van Oaks Cdd  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

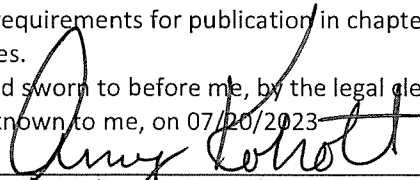
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

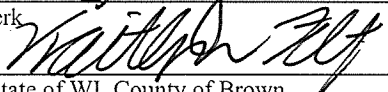
07/13/2023, 07/20/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2023



Legal Clerk



Notary, State of WI, County of Brown

317127

My commission expires

Publication Cost: \$2553.89  
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KAITLYN FELTY  
Notary Public  
State of Wisconsin

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

The Board of Supervisors ("Board") for the Reserve at Van Oaks Community Development District ("District") will hold the following two public hearings and a regular meeting on August 7, 2023, at 1:00 p.m., at Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

**Description of Assessments**

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment(1)
SF 60'	139	1	1,723.39

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than \$422,299 in gross revenue.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

**Additional Provisions**

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5B**

## RESOLUTION 2023-07

### 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, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, 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, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) 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, 2024."
- 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 2023/2024, 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 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 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 7TH DAY OF AUGUST, 2023.**

**ATTEST:**

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**



**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
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**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 241,316
Allowable discounts (4%)	-				(9,653)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	231,663
Assessment levy: off-roll	-	-	-	-	53,043
Landowner contribution	338,399	49,616	266,904	316,520	140,704
Total revenues	<u>338,399</u>	<u>49,616</u>	<u>266,904</u>	<u>316,520</u>	<u>425,410</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	45,000	12,000	33,000	45,000	48,000
Legal	25,000	1,343	23,657	25,000	25,000
Engineering	2,000	675	1,325	2,000	2,000
Audit*	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,000	-	5,000	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	88	412	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	369	1,131	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	500	255	245	500	500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Meeting room rental	-	-	-	-	3,060
Property appraiser & tax collector	-	-	-	-	7,239
Total professional & administrative	<u>94,290</u>	<u>21,935</u>	<u>73,330</u>	<u>95,265</u>	<u>107,589</u>
<b>Field operations</b>					
<b>Contracted services</b>					
Pressure washing	5,500	-	-	-	6,000
Lawn service & mulch	90,000	12,800	77,200	90,000	150,000
Lift station	1,800	-	900	900	2,000
Wetland monitoring	4,500	-	2,000	2,000	5,000
Pool service	10,800	-	10,800	10,800	12,000
Cabana janitorial	7,800	-	7,800	7,800	10,000
Amenity access control & data management	9,000	-	9,000	9,000	11,000
Ponds	3,600	-	3,600	3,600	4,000
<b>Repairs &amp; supplies</b>					
Pool & cabana maintenance	4,000	-	4,000	4,000	4,000
Amenity access control repair	2,500	-	-	-	3,000
Irrigation-repair	3,000	190	2,810	3,000	3,500
General repairs/supplies	5,500	-	2,000	2,000	5,500
Landscaping-repairs & replacement	5,000	-	5,000	5,000	5,000

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
<b>Utilities</b>					
Electricity- irrigation	3,000	-	3,000	3,000	3,500
Electricity-entrance monuments	2,400	-	2,400	2,400	3,000
Electricity- pool & cabana	6,000	481	5,519	6,000	6,000
Electricity- street lights	26,388	12,381	14,007	26,388	30,000
Water-pool	3,500	-	3,500	3,500	3,500
Pool cable	2,400	-	2,400	2,400	2,400
<b>Administrative</b>					
Management fee - PM	15,012	7,506	7,506	15,012	15,012
O&M accounting - DM	4,000	2,000	2,000	4,000	4,000
Pool permit	275	-	275	275	275
Copies & printing	3,500	-	-	-	-
Postage	2,000	-	-	-	-
<b>Taxes/insurance</b>					
Crime/fidelity policy/bond	2,500	-	-	-	-
Property insurance	6,000	5,589	411	6,000	15,000
Total field operations	<u>229,975</u>	<u>40,947</u>	<u>166,128</u>	<u>207,075</u>	<u>303,687</u>
Total expenditures	<u>324,265</u>	<u>62,882</u>	<u>239,458</u>	<u>302,340</u>	<u>411,276</u>
Excess/(deficiency) of revenues over/(under) expenditures	14,134	(13,266)	27,446	14,180	14,134
Fund balance - beginning (unaudited)	-	(14,180)	(27,446)	(14,180)	-
Fund balance - ending (projected)		-			
Assigned					
Committed					
Future repairs**	14,133	14,133	14,133	14,133	14,133
Working capital	-	-	-	-	-
Unassigned	1	(41,579)	(14,133)	(14,133)	1
Fund balance - ending	<u>\$ 14,134</u>	<u>\$ (27,446)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,134</u>

\* 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
	<u>14,134</u>	<u>341,000</u>

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

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<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
Meeting room rental	3,060
Property appraiser & tax collector	7,239
Total professional & administrative	<u>107,589</u>

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

**EXPENDITURES (continued)**

**Field operations**

***Contracted services***

Pressure washing	6,000
Lawn service & mulch	150,000
Lift station	2,000
Wetland monitoring	5,000
Pool service	12,000
Cabana janitorial	10,000
Ponds	4,000

***Repairs & supplies***

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

***Utilities***

Electricity- irrigation	3,500
Electricity-entrance monuments	3,000
Electricity- pool & cabana	6,000
Electricity- street lights	30,000
Water-pool	3,500
Pool cable	2,400
Amenity access control & data management	11,000

***Administrative***

Management fee - PM	15,012
O&M accounting - DM	4,000
Pool permit	275

***Taxes/insurance***

Property insurance	15,000
Total field operations	<u>303,687</u>
Total expenditures	<u><u>\$411,276</u></u>

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Adopted Budget FY 2023	Projected through 9/30/2023	Total Revenue & Expenditures	
<b>REVENUES</b>					
Special assessment - on-roll	\$ -				\$ 149,428
Allowable discounts (4%)	-				(5,977)
Assessment levy: net	-	\$ -	\$ -	\$ -	143,451
Special assessment: off-roll	-				119,972
Total revenues	-	-	-	-	263,423
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	60,000
Interest	-	-	-	-	191,153
Total debt service	-	-	-	-	251,153
<b>Other fees &amp; charges</b>					
Costs of issuance	-	-	181,020	181,020	-
Underwriter's discount	-	-	77,400	77,400	-
Tax collector	-	-	-	-	4,483
Total other fees & charges	-	-	258,420	258,420	4,483
Total expenditures	-	-	258,420	258,420	255,636
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(258,420)	(258,420)	7,787
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	516,385	516,385	-
Original issue discount	-	-	(37,074)	(37,074)	-
Total other financing sources/(uses)	-	-	479,311	479,311	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	220,891	220,891	7,787
Beginning fund balance (unaudited)	-	-	-	-	220,891
Ending fund balance (projected)	\$ -	\$ -	\$ 220,891	\$ 220,891	228,678
Use of fund balance:					
Debt service reserve account balance (required)					(129,470)
Principal and Interest expense - November 1, 2024					(98,442)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 766

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
					3,870,000.00
11/01/23			91,420.89	91,420.89	3,870,000.00
05/01/24	60,000.00	4.300%	99,731.88	159,731.88	3,810,000.00
11/01/24			98,441.88	98,441.88	3,810,000.00
05/01/25	60,000.00	4.300%	98,441.88	158,441.88	3,750,000.00
11/01/25			97,151.88	97,151.88	3,750,000.00
05/01/26	65,000.00	4.300%	97,151.88	162,151.88	3,685,000.00
11/01/26			95,754.38	95,754.38	3,685,000.00
05/01/27	65,000.00	4.300%	95,754.38	160,754.38	3,620,000.00
11/01/27			94,356.88	94,356.88	3,620,000.00
05/01/28	70,000.00	4.300%	94,356.88	164,356.88	3,550,000.00
11/01/28			92,851.88	92,851.88	3,550,000.00
05/01/29	70,000.00	4.300%	92,851.88	162,851.88	3,480,000.00
11/01/29			91,346.88	91,346.88	3,480,000.00
05/01/30	75,000.00	4.300%	91,346.88	166,346.88	3,405,000.00
11/01/30			89,734.38	89,734.38	3,405,000.00
05/01/31	80,000.00	5.125%	89,734.38	169,734.38	3,325,000.00
11/01/31			87,684.38	87,684.38	3,325,000.00
05/01/32	85,000.00	5.125%	87,684.38	172,684.38	3,240,000.00
11/01/32			85,506.25	85,506.25	3,240,000.00
05/01/33	90,000.00	5.125%	85,506.25	175,506.25	3,150,000.00
11/01/33			83,200.00	83,200.00	3,150,000.00
05/01/34	90,000.00	5.125%	83,200.00	173,200.00	3,060,000.00
11/01/34			80,893.75	80,893.75	3,060,000.00
05/01/35	95,000.00	5.125%	80,893.75	175,893.75	2,965,000.00
11/01/35			78,459.38	78,459.38	2,965,000.00
05/01/36	100,000.00	5.125%	78,459.38	178,459.38	2,865,000.00
11/01/36			75,896.88	75,896.88	2,865,000.00
05/01/37	105,000.00	5.125%	75,896.88	180,896.88	2,760,000.00
11/01/37			73,206.25	73,206.25	2,760,000.00
05/01/38	115,000.00	5.125%	73,206.25	188,206.25	2,645,000.00
11/01/38			70,259.38	70,259.38	2,645,000.00
05/01/39	120,000.00	5.125%	70,259.38	190,259.38	2,525,000.00
11/01/39			67,184.38	67,184.38	2,525,000.00
05/01/40	125,000.00	5.125%	67,184.38	192,184.38	2,400,000.00
11/01/40			63,981.25	63,981.25	2,400,000.00
05/01/41	130,000.00	5.125%	63,981.25	193,981.25	2,270,000.00
11/01/41			60,650.00	60,650.00	2,270,000.00
05/01/42	140,000.00	5.125%	60,650.00	200,650.00	2,130,000.00
11/01/42			57,062.50	57,062.50	2,130,000.00
05/01/43	145,000.00	5.125%	57,062.50	202,062.50	1,985,000.00
11/01/43			53,346.88	53,346.88	1,985,000.00
05/01/44	155,000.00	5.375%	53,346.88	208,346.88	1,830,000.00
11/01/44			49,181.25	49,181.25	1,830,000.00
05/01/45	165,000.00	5.375%	49,181.25	214,181.25	1,665,000.00
11/01/45			44,746.88	44,746.88	1,665,000.00
05/01/46	170,000.00	5.375%	44,746.88	214,746.88	1,495,000.00
11/01/46			40,178.13	40,178.13	1,495,000.00
05/01/47	180,000.00	5.375%	40,178.13	220,178.13	1,315,000.00
11/01/47			35,340.63	35,340.63	1,315,000.00

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/48	190,000.00	5.375%	35,340.63	225,340.63	1,125,000.00
11/01/48			30,234.38	30,234.38	1,125,000.00
05/01/49	200,000.00	5.375%	30,234.38	230,234.38	925,000.00
11/01/49			24,859.38	24,859.38	925,000.00
05/01/50	215,000.00	5.375%	24,859.38	239,859.38	710,000.00
11/01/50			19,081.25	19,081.25	710,000.00
05/01/51	225,000.00	5.375%	19,081.25	244,081.25	485,000.00
11/01/51			13,034.38	13,034.38	485,000.00
05/01/52	235,000.00	5.375%	13,034.38	248,034.38	250,000.00
11/01/52			6,718.75	6,718.75	250,000.00
05/01/53	250,000.00	5.375%	6,718.75	256,718.75	-
<b>Total</b>	<b>3,870,000.00</b>		<b>3,911,841.52</b>	<b>7,781,841.52</b>	



**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

<b>On-Roll Assessments</b>
----------------------------

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
Single Family 60'	139	\$ 1,736.09	\$ 1,075.02	\$ 2,811.11	n/a
<b>Total</b>	<b>139</b>				

<b>Off-Roll Assessments</b>
-----------------------------

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
Single Family 60'	120	\$ 442.02	\$ 999.77	\$ 1,441.79	\$ 1,209.09
<b>Total</b>	<b>120</b>				

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Daphane Gillyard  
Reserve at Van Oaks Cdd  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

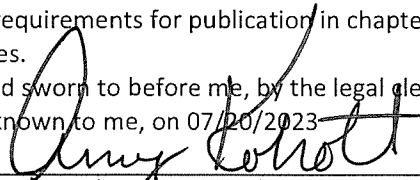
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

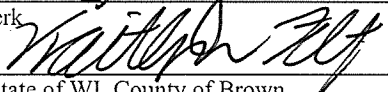
07/13/2023, 07/20/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2023



Legal Clerk



Notary, State of WI, County of Brown

317127

My commission expires

Publication Cost: \$2553.89  
Order No: 9043114 # of Copies:  
Customer No: 680561 -1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

The Board of Supervisors ("Board") for the Reserve at Van Oaks Community Development District ("District") will hold the following two public hearings and a regular meeting on August 7, 2023, at 1:00 p.m., at Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

**Description of Assessments**

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment(1)
SF 60'	139	1	1,723.39

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than \$422,299 in gross revenue.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

**Additional Provisions**

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6B**

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

**AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, this day personally appeared Han Liu, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Han Liu, am employed by Wrathell, Hunt & Associates LLC, and, in the course of that employment, serve as Financial Analyst for the Reserve at Van Oaks Community Development District ("District").
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on July 7, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 190, 197 and/or 170, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

**FURTHER AFFIANT SAYETH NOT.**


  
By: Han Liu, Financial Analyst

**SWORN AND SUBSCRIBED** before me by means of  physical presence or  online notarization this 7th day of July 2023, by Han Liu, for Wrathell, Hunt & Associates LLC, who  is personally known to me or  has provided \_\_\_\_\_ as identification, and who  did or  did not take an oath.



DAPHNE GILLYARD  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG327647  
Expires 8/20/2023

NOTARY PUBLIC

  
Print Name: Daphne Gillyard  
Notary Public, State of Florida  
Commission No.: GG 327647  
My Commission Expires: 8/20/2023

**EXHIBIT A:** Copies of Forms of Mailed Notices  
**EXHIBIT B:** List of Addressees

# **EXHIBIT A**

**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**

July 7, 2023

**THIS IS NOT A BILL – DO NOT PAY**

**VIA FIRST CLASS MAIL**

MERITAGE HOMES OF FLORIDA INC  
10117 PRINCESS PALM AVE STE 550  
TAMPA FL 33610-8301

**Parcel ID:** See Exhibit B.

**Product Type:** 139 SF 60' units.

RE: Reserve at Van Oaks Community Development District  
Fiscal Year 2023/2024 Budget and O&M Assessments

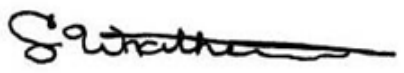
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Reserve at Van Oaks Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on August 7<sup>th</sup>, 2023, at 1:00 p.m., at Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



District Manager



**EXHIBIT A**  
**Summary of O&M Assessments**

The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“**EAU**”) basis for platted lots. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

**IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

<b>Land Use</b>	<b>Total # of Units / Acres</b>	<b>Equivalent Assessment Unit Factor</b>	<b>Annual O&amp;M Assessment per Unit / Acre (1)</b>
SF 60’	139	1.00	\$1,736.09
Unplatted Lands	33.97	3.53	\$6,132.77

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$449,646.24** in gross revenue.

**EXHIBIT B**  
**Parcel List**

<b>Parcel ID</b>	<b>Lot #</b>	<b>Product Type</b>
252726300816000010	1	Single Family 60'
252726300816000020	2	Single Family 60'
252726300816000030	3	Single Family 60'
252726300816000040	4	Single Family 60'
252726300816000050	5	Single Family 60'
252726300816000060	6	Single Family 60'
252726300816000070	7	Single Family 60'
252726300816000080	8	Single Family 60'
252726300816000090	9	Single Family 60'
252726300816000100	10	Single Family 60'
252726300816000110	11	Single Family 60'
252726300816000120	12	Single Family 60'
252726300816000130	13	Single Family 60'
252726300816000140	14	Single Family 60'
252726300816000150	15	Single Family 60'
252726300816000160	16	Single Family 60'
252726300816000170	17	Single Family 60'
252726300816000180	18	Single Family 60'
252726300816000190	19	Single Family 60'
252726300816000200	20	Single Family 60'
252726300816000210	21	Single Family 60'
252726300816000220	22	Single Family 60'
252726300816000230	23	Single Family 60'
252726300816000240	24	Single Family 60'
252726300816000250	25	Single Family 60'
252726300816000260	26	Single Family 60'
252726300816000270	27	Single Family 60'
252726300816000280	28	Single Family 60'
252726300816000290	29	Single Family 60'
252726300816000300	30	Single Family 60'
252726300816000310	31	Single Family 60'
252726300816000320	32	Single Family 60'
252726300816000330	33	Single Family 60'
252726300816000340	34	Single Family 60'
252726300816000350	35	Single Family 60'
252726300816000360	36	Single Family 60'
252726300816000370	37	Single Family 60'
252726300816000380	38	Single Family 60'
252726300816000390	39	Single Family 60'
252726300816000400	40	Single Family 60'
252726300816000410	41	Single Family 60'
252726300816000420	42	Single Family 60'
252726300816000430	43	Single Family 60'
252726300816000440	44	Single Family 60'
252726300816000450	45	Single Family 60'

**EXHIBIT B*****Parcel List***

252726300816000460	46	Single Family 60'
252726300816001140	114	Single Family 60'
252726300816001150	115	Single Family 60'
252726300816001160	116	Single Family 60'
252726300816001170	117	Single Family 60'
252726300816001180	118	Single Family 60'
252726300816001190	119	Single Family 60'
252726300816001200	120	Single Family 60'
252726300816001210	121	Single Family 60'
252726300816001220	122	Single Family 60'
252726300816001230	123	Single Family 60'
252726300816001240	124	Single Family 60'
252726300816001250	125	Single Family 60'
252726300816001260	126	Single Family 60'
252726300816001270	127	Single Family 60'
252726300816001280	128	Single Family 60'
252726300816001290	129	Single Family 60'
252726300816001300	130	Single Family 60'
252726300816001310	131	Single Family 60'
252726300816001320	132	Single Family 60'
252726300816001330	133	Single Family 60'
252726300816001340	134	Single Family 60'
252726300816001350	135	Single Family 60'
252726300816001360	136	Single Family 60'
252726300816001370	137	Single Family 60'
252726300816001380	138	Single Family 60'
252726300816001390	139	Single Family 60'
252726300816001400	140	Single Family 60'
252726300816001410	141	Single Family 60'
252726300816001420	142	Single Family 60'
252726300816001430	143	Single Family 60'
252726300816001440	144	Single Family 60'
252726300816001450	145	Single Family 60'
252726300816001460	146	Single Family 60'
252726300816001470	147	Single Family 60'
252726300816001480	148	Single Family 60'
252726300816001490	149	Single Family 60'
252726300816001500	150	Single Family 60'
252726300816001510	151	Single Family 60'
252726300816001520	152	Single Family 60'
252726300816001530	153	Single Family 60'
252726300816001540	154	Single Family 60'
252726300816001550	155	Single Family 60'
252726300816001560	156	Single Family 60'
252726300816001570	157	Single Family 60'
252726300816001580	158	Single Family 60'
252726300816001590	159	Single Family 60'

**EXHIBIT B*****Parcel List***

252726300816001600	160	Single Family 60'
252726300816001610	161	Single Family 60'
252726300816001620	162	Single Family 60'
252726300816001630	163	Single Family 60'
252726300816001640	164	Single Family 60'
252726300816001650	165	Single Family 60'
252726300816001660	166	Single Family 60'
252726300816001670	167	Single Family 60'
252726300816001680	168	Single Family 60'
252726300816001690	169	Single Family 60'
252726300816001700	170	Single Family 60'
252726300816001710	171	Single Family 60'
252726300816001720	172	Single Family 60'
252726300816001730	173	Single Family 60'
252726300816001740	174	Single Family 60'
252726300816001750	175	Single Family 60'
252726300816001760	176	Single Family 60'
252726300816001770	177	Single Family 60'
252726300816001780	178	Single Family 60'
252726300816001790	179	Single Family 60'
252726300816001800	180	Single Family 60'
252726300816001810	181	Single Family 60'
252726300816001820	182	Single Family 60'
252726300816001830	183	Single Family 60'
252726300816001840	184	Single Family 60'
252726300816001850	185	Single Family 60'
252726300816001860	186	Single Family 60'
252726300816001870	187	Single Family 60'
252726300816001880	188	Single Family 60'
252726300816001890	189	Single Family 60'
252726300816001900	190	Single Family 60'
252726300816001910	191	Single Family 60'
252726300816001920	192	Single Family 60'
252726300816001930	193	Single Family 60'
252726300816001940	194	Single Family 60'
252726300816001950	195	Single Family 60'
252726300816001960	196	Single Family 60'
252726300816001970	197	Single Family 60'
252726300816001980	198	Single Family 60'
252726300816001990	199	Single Family 60'
252726300816002000	200	Single Family 60'
252726300816002360	236	Single Family 60'
252726300816002370	237	Single Family 60'
252726300816002380	238	Single Family 60'
252726300816002390	239	Single Family 60'
252726300816002400	240	Single Family 60'
252726300816002410	241	Single Family 60'

**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**

July 7, 2023

**THIS IS NOT A BILL – DO NOT PAY**

**VIA FIRST CLASS MAIL**

JEANS ROAD LAND INVESTMENTS LLC  
1901 ULMERTON RD STE 475  
CLEARWATER FL 33762-2312

**Parcel ID:** 252726000000032010, 252726000000032020 and 252726000000032120.

**Product Type:** 33.97 unplatted acres.

RE: Reserve at Van Oaks Community Development District  
Fiscal Year 2023/2024 Budget and O&M Assessments

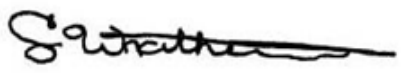
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Reserve at Van Oaks Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on August 7<sup>th</sup>, 2023, at 1:00 p.m., at Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



District Manager

**EXHIBIT A**  
**Summary of O&M Assessments**

The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“**EAU**”) basis for platted lots. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

**IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

<b>Land Use</b>	<b>Total # of Units / Acres</b>	<b>Equivalent Assessment Unit Factor</b>	<b>Annual O&amp;M Assessment(1)</b>
SF 60’	139	1.00	\$1,736.09
Unplatted Lands	33.97	3.53	\$6,132.77

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$449,646.24** in gross revenue.

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6C**

**RESOLUTION 2023-08**

**[ANNUAL ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Reserve at Van Oaks Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District, and, regardless of imposition method, and pursuant to Sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such assessments by direct bill or on the tax roll; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

**1. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands



within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- b. Assessment Imposition.** Pursuant to Sections 190.021 and 190.022, *Florida Statutes*, a special assessment to fund the Adopted Budget is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Sections 190.021, 190.022, and 190.026, *Florida Statutes*, the District is authorized to collect the special assessments as set forth below.

- a. Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
  - i.** Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1<sup>st</sup> and no later than September 30<sup>th</sup> of Fiscal Year 2023/2024.

- ii. Debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
  - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 7th day of August, 2023.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 DEFICIT FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this 1st day of October 2023, 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**, the District has adopted its annual budget for Fiscal Year 2023/2024 (“**FY 2023/2024 Budget**”), which begins on October 1, 2023 and ends on September 30, 2024, and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund a portion of the FY 2023/2024 Budget; and

**WHEREAS**, the Developer has agreed to fund the cost of any “**Budget Deficit**,” representing the difference between the FY 2023/2024 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

**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 any monies (“**Developer Contributions**”) necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers’ consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. The District shall have no obligation to repay any Developer Contribution provided hereunder.

**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 any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

**5. DEFAULT.** A default by any party under this Agreement shall entitle the other(s) 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(s) 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. The parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, 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. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. The Developer acknowledges that the designated public records custodian for the District is Kristen Suit ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer 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 Developer 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 Developer'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 Developer, the Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010 SUITK@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

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

**12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

*[Signatures on next page]*

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

**ATTEST:**

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**MERITAGE HOMES OF FLORIDA, INC.**

\_\_\_\_\_  
Witness

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

**Exhibit A:** Fiscal Year 2023/2024 Budget



# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Ms. Daphne Gillyard  
Reserve at Van oaks CDD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/10/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/10/2023

Nicole Jacobs  
Legal Clerk

Kaitlyn Felty  
Notary, State of WI, County of Brown  
317127

My commission expires

Publication Cost: \$536.48  
Order No: 9021492 # of Copies:  
Customer No: 675697 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

### NOTICE OF RULEMAKING FOR AMENITY FACILITY RATES BY RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors ("Board") of the Reserve at Van Oaks Community Development District ("District") on August 7, 2023, at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt proposed rules related to the use of the District's amenity facilities and services. The public hearing will provide an opportunity for the public to address the proposed rules and fees. The proposed rates and fees are as follows:

Item	Fee
Access Cards (two per Member)	Free
Additional Access Card (for additional cards)	\$25.00
Replacement of Damaged, Lost, or Stolen Access Card	\$25.00
Guest staying on property Fee for Clubhouse and Pool	Free
Guests not staying on property Fee for Clubhouse and Pool	N/A
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

The proposed rates and fees may be amended at the public hearing pursuant to discussion by the Board and public comment. The purpose and effect of the Rule is to provide for efficient District operations as provided for in Section 190.035, Florida Statutes. A copy of the proposed rules and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"). Specific legal authority for the rule includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, Florida Statutes. Prior Notice of Rule Development was published in The Ledger on July 6, 2023.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors or staff may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager at least forty-eight (48) hours before the hearing by contacting the District Manager's Office. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager's Office.

District Manager  
7/10/23 9021492



The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

**PROOF OF PUBLICATION**

Ms. Daphne Gillyard  
Reserve at Van oaks CDD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/09/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/09/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$177.23

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**NOTICE OF RULE  
DEVELOPMENT BY  
RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, the Reserve at Van Oaks Community Development District ("District") hereby gives notice of its intent to develop rules establishing fees related to the use of the District's amenity facilities. The purpose and effect of these rules are to provide for efficient and effective operations of the District as provided by Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, Florida Statutes. A public hearing will be conducted by the District on August 7, 2023, at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. A copy of the proposed rules and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010.

District Manager  
7/9/23 9021467

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

## RESOLUTION 2023-09

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY FACILITIES RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; 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*, being situated in the City of Auburndale, Florida; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution the Amenities Rules and Rates (together, “**Amenities Rules**”), attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

**WHEREAS**, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Amenities Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

**SECTION 2.** The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

**SECTION 3.** Fees for use of the District’s recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

**SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7th day of August, 2023.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair

**Exhibit A:** Amenities Rules

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

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## **AMENITIES RULES**

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**PART 1: Reserve at Van Oaks Community Development District  
Amenity Operating Rules**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)  
Effective Date: August 7, 2023

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**In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Reserve at Van Oaks Community Development District adopted the following rules to govern the operation of the District’s Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

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**DEFINITIONS**

The following definitions shall apply to these rules in their entirety:

**“Amenities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District’s clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**“Amenities Rules” or “Rules”** – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these “Amenity Operating Rules,” the “Rule for Amenities Rates,” and the “Disciplinary and Enforcement Rule.”

**“Annual User Fee”** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District’s Rule for Amenities Rates.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the District.

**“District”** – shall mean the Reserve at Van Oaks Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District (i.e., Rizzetta & Company).

**“Family”** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of



majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**“Guest”** – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

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

**“Non-Resident Patron”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

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

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

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

### **AUTHORIZED USERS**

**Generally.** Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

**Residents.** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

**Non-Residents.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

**Renter's Privileges.** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

**Registration / Disclaimer.** In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the District Manager.

#### **ACCESS KEY FOBS**

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the District Manager to ensure fobs are transferred to new owners.

## GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

**ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.**

**THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.**

***Emergencies:*** After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 813-533-2950.

***Hours of Operation.*** All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the District Manager.
7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

18. **Commercial Use** – Except as previously authorized in writing by the District, the Amenities may not be used for commercial purposes by Patrons or Guests.
19. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District’s Board of Supervisors.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the District Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

## **SWIMMING POOL**

The following Rules apply to the District’s pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.

9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the District Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

## LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

## PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.

6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

#### **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

#### **USE AT OWN RISK; INDEMNIFICATION**

**ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.**

**SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY**



**CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.**

**FOR PURPOSES OF THIS SECTION, THE TERM “ACTIVITIES,” SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.**

**SOVEREIGN IMMUNITY**

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

**SEVERABILITY**

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

**AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

**ATTACHMENT A:                    Consent and Waiver Agreement**

**RESERVE AT VAN OAKS CDD - CONSENT AND WAIVER AGREEMENT**

The Reserve at Van Oaks Community Development District (“**District**”) owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, AND ANY OF ITS AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE “**INDEMNITEES**”) FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. 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 or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)  
- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child’s involvement or participation in the Activities.

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is a minor child)  
Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is a minor child)  
Address: \_\_\_\_\_  
Phone Number (home): \_\_\_\_\_  
Phone Number (alternate): \_\_\_\_\_  
Emergency Contact & Phone Number: \_\_\_\_\_

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.**

**PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.**

**PART 2: Reserve at Van Oaks Community Development District**  
***Rule for Amenities Rates***

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)  
Effective Date: August 7, 2023

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In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Reserve at Van Oaks Community Development District adopted the following rules to govern rates for the District’s Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Reserve at Van Oaks Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident’s annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse or pool area must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit

5. **Activity and Program Rates.** The following non-clubhouse fees apply:

Activity	Fee	Deposit (if applicable)
Event	Charge per person base on market rate	None

6. **Miscellaneous Fees.**

Item	Fee
Access Cards (two per Member)	Free
Additional Access Card (for additional cards)	\$25.00
Replacement of Damaged, Lost, or Stolen Access Card	\$25.00
Guest staying on property Fee for Clubhouse and Pool	Free
Guests not staying on property Fee for Clubhouse and Pool	N/A
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

7. **Special Provisions.**

- a. **After-Hours Events.** All rental fees are increased by \$25 for each hour past normal operating hours.
- b. **Homeowner's Association and Master Developer Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability. Any events hosted by the Master Developer are permitted for free, subject to availability.
- c. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

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

**PART 3: Reserve at Van Oaks Community Development District**  
***Disciplinary and Enforcement Rule***

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)  
Effective Date: August 7, 2023

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**In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Reserve at Van Oaks Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenity Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. **Suspension of Rights.** The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District’s supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**



**RESOLUTION 2023-10**

**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 2023/2024 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 2023/2024 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 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2021/2023 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.

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

**PASSED AND ADOPTED** this 7th day of August, 2023.

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 2023/2024 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 2, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 6, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>December 4, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January __, 2024*</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 5, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 4, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 1, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 6, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 3, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 1, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 5, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>September __, 2024*</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>

**\*Exceptions**

*The January meeting date is on the New Year holiday.*

*The September meeting date is on Labor Day.*

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

**10**

## RESOLUTION 2023-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (SERIES 2023 PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; 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 previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2023 (Series 2023 Project), in the par amount of \$3,870,000 (“Series 2023 Bonds”); and

**WHEREAS**, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2023 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

**WHEREAS**, the District closed on the sale of the Series 2023 Bonds on May 16, 2023; and

**WHEREAS**, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2022-34 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2022-35 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2022-34 and 2022-35 on file with the District Manager and as included in the transcript for the Series 2023 Bonds are hereby determined to be in final form.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of August, 2023.

ATTEST:

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **RESERVE AT VAN OAKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**1 1**

## AGREEMENT FOR ENGINEERING SERVICES

**THIS AGREEMENT (“Agreement”)** is made and entered into this 15th day of May, 2023, 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 located in the City of Auburndale, Polk County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**Poulos & Bennett, LLC**, a Florida limited liability company, providing professional engineering services with a mailing address of 2602 East Livingston Street, Orlando, Florida 32803 (“**Engineer**”).

### RECITALS

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

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

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

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

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

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

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

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

**1. SCOPE OF SERVICES.**

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

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

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.



- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

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

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

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

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures

shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

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

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

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

**9. OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation,

and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

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

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

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

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

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

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

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

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

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

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

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

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

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

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

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

completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT AND ASSOCIATIES LLC, WRATHELLC@WHHASSOCIATES.COM, 561-571-0010, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

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

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

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

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

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

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

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

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

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

**29. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

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

**31. NOTICES.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice

period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

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

**33. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

[CONTINUED ON FOLLOWING PAGE]



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

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
*Garth Noble*  
30FD886E6142406...

\_\_\_\_\_  
Secretary

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

**POULOS & BENNETT, LLC**

*Lance Bennett*

\_\_\_\_\_  
Witness

By:           R. Lance Bennett            
Its:           Principal

SCHEDULE "A"

**HOURLY FEE SCHEDULE**

May 10, 2023

Reserve at Van Oaks Community Development District  
Polk County, Florida

Subject: **Work Authorization Number 1**  
**Reserve at Van Oaks Community Development District**

Dear Chairman, Board of Supervisors:

Poulos & Bennett, LLC (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Reserve at Van Oaks Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated May 15, 2023 (“**Engineering Agreement**”) as follows:

**I. Scope of Work**

The District will engage Engineer to:

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

**II. Fees**

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

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

APPROVED AND ACCEPTED

Sincerely,

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

**POULOS & BENNETT, LLC**

DocuSigned by:  
*Garth Noble*  
By: 30FD886E6142406...

*Lance Bennett*

Authorized Representative  
Date: \_\_\_\_\_

By: R. Lance Bennett  
Date: 5/10/2023



**EXHIBIT "B"**  
**POULOS & BENNETT, LLC**  
**2023 HOURLY RATE SCHEDULE**

EXPERT WITNESS	\$400
PUBLIC MEETING REPRESENTATION	\$400
PRINCIPAL	\$265
DIRECTOR OF ENGINEERING	\$250
EXECUTIVE TEAM LEADER	\$240
PLANNING GROUP LEADER	\$235
PRACTICE TEAM LEADER	\$225
DEVELOPMENT MANAGER	\$195
SENIOR PROJECT MANAGER	\$195
SENIOR PROJECT ENGINEER	\$180
PROJECT MANAGER – DEVELOPMENT SERVICES	\$165
PROJECT MANAGER	\$165
SENIOR PLANNER	\$150
GIS MANAGER	\$140
PROJECT ENGINEER	\$140
PLAT MANAGER	\$140
SENIOR COMMUNITY DESIGNER	\$135
PROJECT PLANNER	\$135
DEVELOPMENT COORDINATOR	\$135
CAD MANAGER	\$130
SENIOR CAD DESIGNER	\$130
GIS ANALYST	\$125
SENIOR PROJECT COORDINATOR	\$120
STAFF ENGINEER	\$115
PLANNING/3D GRAPHICS TECHNICIAN	\$115
CAD TECHNICIAN	\$105
STAFF PLANNER	\$105
PROJECT COORDINATOR	\$95
ADMINISTRATIVE ASSISTANT	\$75



NO OWNED AUTOS

30 day notice of cancellation for professional liability, 10 days for non-payment.

30 day notice of cancellation, 10 days for nonpayment.

WC policy contains blanket waiver of subrogation.

GL is primary and noncontributory as it relates to insurance of additional insured. GL includes ongoing and completed operations.

Umbrella follows form over GL, Auto and Employers Liability

Blanket additional insured end SB-146968-B.

No limitation or exclusions arising out of residential construction.

No XCU exclusion

No exclusion for attached or condo projects

Policies provide coverage for any and all projects.

Per Project aggregate applies to general liability and umbrella liability policies.

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

**12**



December 22, 2022

Reserve at Van Oaks Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Reserve at Van Oaks Phase 1 Improvements

Dear District Manager,

Pursuant to the *Acquisition Agreement*, dated January 31, 2022 ("**Acquisition Agreement**"), by and between the Reserve at Van Oaks Community Development District ("**District**") and Meritage Homes of Florida, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the availability of funds and the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements. The Developer further agrees to post and maintain any maintenance or other bonds required for the turnover of the Improvements to a third party governmental or other entity.
- The parties agree that certain portions of the Improvements may only be partially complete, as indicated in **Exhibit A**, and the Developer agrees to complete and convey, and the District agrees to acquire, the balance of any unfinished Improvements at the time of completion of such Improvements and pursuant to the Acquisition Agreement.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.

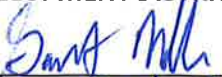
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.


Agreed to by:

Sincerely,

**RESERVE AT VAN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

**MERITAGE HOMES OF FLORIDA, INC.**

  
\_\_\_\_\_  
Name: Garth Noble  
Title: Chair

  
\_\_\_\_\_  
Name: Steve Hargins  
Title: Division President

**AMENDED & RESTATED EXHIBIT A**  
**Description of Phase 1 Improvements**

The Phase 1 Improvements include:

- a. Stormwater Improvements** - All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, located within the Property (defined below);
- b. Roadway Improvements** - All roadways, paving, curbing, and other related improvements located within the Property;
- c. Hardscaping Improvements** - All hardscaping, signage, entry monuments, lighting, sidewalks, trails, and other related improvements now a part of the Property;
- d. Landscaping Improvements** - All landscaping, sod, plants, trees, timber, shrubbery, and other related improvements now a part of the Property;
- e. Recreational Improvements** – All amenity and recreational improvements, including but not limited to pool and cabana, now a part of the Property;
- f. Work Product** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

The “Property” includes:

**All private rights-of-way, Tracts LA1, LA2, OS1, OS2, OS3, OS4, OS8, R1, R2, B2, WL2, WL3, Pond 2 and Pond 3, each as identified on the plat entitled *Reserve at Van Oaks Phase 1*, recorded in the Public Records of Polk County, Florida, at Plat Book 189, Pages 9 et. seq.**

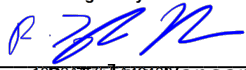
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
<b>Stormwater</b>				
Storm Drainage (Brockman Site Development) (Phase 1)	\$1,274,234.83	\$762,908.34	\$511,326.49 (Phase 2)	\$0.00
Excavation of Ponds & Compensation Storage	\$317,493.72	\$317,493.72	\$0.00	\$0.00
Excavation of Wetland Creation	\$8,314.02	\$8,314.02	\$0.00	\$0.00
Bahia Sod – Pond Slopes (Ponds and Tracts)	\$171,083.50	\$171,083.50	\$0.00	\$0.00
<b>Roadways</b>				
Roadways (Brockman Site Development) – Phase 1	\$1,028,190.07	\$564,301.86 (Phase 1)	\$463,888.21 (Phase 2)	\$0.00

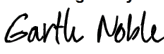
<b>Hardscaping</b>				
Mailbox Installation (Creative Mailboxes)	\$39,551.91	\$39,551.91	\$0.00	\$0.00
Wall and Entry Signage (Florida Wall Concepts)	\$77,931.16	\$77,931.16	\$0.00	\$0.00
<b>Landscaping</b>				
Landscape Installation (Randy Suggs)	\$180,269.00	\$98,737.00	\$81,532.00	\$0.00
Permit Fee (City of Auburndale)	\$3,500.00	\$3,500.00	\$0.00	\$0.00
<b>Amenity &amp; Recreational</b>				
Design Services (Sharp Design)	\$11,450.00	\$11,450.00	\$0.00	\$0.00
Construction (Windward Construction)	\$422,132.00	\$347,749.50	\$39,607.55	\$34,774.95
Security (Envera)	\$21,574.06	\$0.00	\$21,574.06	\$0.00
<b>Work Product</b>				
Phase 1 (Poulos and Bennett)	\$137,790.00	\$89,107.00	\$48,683.00 (Phase 2)	\$0.00
<b>TOTAL:</b>	<b>\$3,693,514.27</b>	<b>\$2,492,128.01</b>	<b>\$1,166,611.31</b>	<b>\$34,774.95</b>

The Developer and District acknowledge and agree that the prior "Exhibit A – Description of Phase I Improvements" is hereby amended and restated to include the above-referenced improvements and costs ("Amended & Restated Improvements and Costs"). The Amended & Restated Improvements and Costs shall be effective as of December 12, 2022, which is the date of the original *Bill of Sale and Limited Assignment [Phase 1 Improvements]*. The parties further agree that the original acquisition documents shall be deemed updated to include this Amended & Restated Exhibit A.

**MERITAGE HOMES OF FLORIDA, INC.**  
DEVELOPER

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

DocuSigned by:  
  
 106AD7E1E9487  
 By: R. J. Pansant  
 Its: VP

DocuSigned by:  
  
 205D82656442406  
 By: Garth Noble  
 Its: Chairman

**CORPORATE DECLARATION AND AGREEMENT  
[PHASE 1 IMPROVEMENTS]**

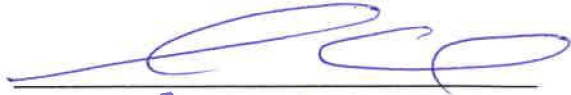
I, Steve Harding, as Division President of Meritage Homes of Florida, Inc., a Florida corporation ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Steve Harding, and I am Division President of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Reserve at Van Oaks Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report (2022 Project)*, dated January 31, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 12<sup>th</sup> day of January, 2022

**MERITAGE HOMES OF FLORIDA, INC.**



Name: Steve Harding  
Title: Division President

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of January, 2022, by Steve Harding as Division President of Meritage Homes, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Stephanie Harris  
NOTARY PUBLIC, STATE OF Florida

Name: Stephanie Harris  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**Exhibit A – Description of Phase 1 Improvements**

**AMENDED & RESTATED EXHIBIT A**  
**Description of Phase 1 Improvements**

The Phase 1 Improvements include:

- a. Stormwater Improvements** - All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, located within the Property (defined below);
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- c. Hardscaping Improvements** - All hardscaping, signage, entry monuments, lighting, sidewalks, trails, and other related improvements now a part of the Property;
- d. Landscaping Improvements** - All landscaping, sod, plants, trees, timber, shrubbery, and other related improvements now a part of the Property;
- e. Recreational Improvements** – All amenity and recreational improvements, including but not limited to pool and cabana, now a part of the Property;
- f. Work Product** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

The “Property” includes:

**All private rights-of-way, Tracts LA1, LA2, OS1, OS2, OS3, OS4, OS8, R1, R2, B2, WL2, WL3, Pond 2 and Pond 3, each as identified on the plat entitled *Reserve at Van Oaks Phase 1*, recorded in the Public Records of Polk County, Florida, at Plat Book 189, Pages 9 et. seq.**

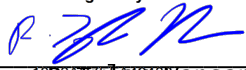
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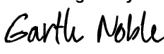
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<b>Work Product</b>				
Phase 1 (Poulos and Bennett)	\$137,790.00	\$89,107.00	\$48,683.00 (Phase 2)	\$0.00
<b>TOTAL:</b>	<b>\$3,693,514.27</b>	<b>\$2,492,128.01</b>	<b>\$1,166,611.31</b>	<b>\$34,774.95</b>

The Developer and District acknowledge and agree that the prior "Exhibit A – Description of Phase I Improvements" is hereby amended and restated to include the above-referenced improvements and costs ("Amended & Restated Improvements and Costs"). The Amended & Restated Improvements and Costs shall be effective as of December 12, 2022, which is the date of the original *Bill of Sale and Limited Assignment [Phase 1 Improvements]*. The parties further agree that the original acquisition documents shall be deemed updated to include this Amended & Restated Exhibit A.

**MERITAGE HOMES OF FLORIDA, INC.**  
DEVELOPER

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

DocuSigned by:  
  
 106AD7E1E9487  
 By: R. J. Pansant  
 Its: VP

DocuSigned by:  
  
 20FD82656442406  
 By: Garth Noble  
 Its: Chairman



**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[PHASE 1 IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made to be effective the 26 day of ~~April, 2022~~ **April, 2023**, by **Brockman Site Development, LLC (“Contractor”)**, in favor of the **Reserve at Van Oaks Community Development District (“District”)**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Authorization Agreement*, dated June 9, 2021 (“**Contract**”) and between Contractor and Meritage Homes of Florida, Inc., a Florida corporation (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$1,300,070.17** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall



be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

**BROCKMAN SITE DEVELOPMENT, LLC**

Todd Luke  
By: TODD LUKE  
Its: PRESIDENT

STATE OF Florida  
COUNTY OF seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26 day of April, 2023, by Todd Luke as president of Brockman Site Development, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Heather Nowak  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Heather Nowak  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**EXHIBIT A**  
**Description of Phase 1 Improvements**

The Phase 1 Improvements include:

- a. Stormwater Improvements** - All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, located within the Property (defined below);
- b. Roadway Improvements** - All roadways, paving, curbing, and other related improvements located within the Property;

The "Property" includes:

**All private rights-of-way, Tracts LA1, LA2, OS1, OS2, OS3, OS4, OS8, R1, R2, B2, WL2, WL3, Pond 2 and Pond 3, each as identified on the plat entitled *Reserve at Van Oaks Phase 1*, recorded in the Public Records of Polk County, Florida, at Plat Book 189, Pages 9 et. seq.**

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
<b>Stormwater</b>				
Storm Drainage (Brockman Site Development) (Phase 1)	\$1,274,234.83	\$564,301.86	\$198,606.48 (Phase 1) \$511,326.49 (Phase 2)	\$0.00
Related Earthwork (Brockman Site Development) (80% of Total Contract Price)	\$1,214,003.64	\$1,186,953.24	\$27,050.4	\$118,695.32
<b>Roadways</b>				
Roadways (Brockman Site Development) – Phase 1	\$1,028,190.07	\$564,301.86 (Phase 1)	\$463,888.21 (Phase 2)	\$0.00
<b>TOTAL:</b>	<b>\$3,516,428.54</b>	<b>\$2,315,556.96</b>	<b>\$1,200,871.58</b>	<b>\$118,695.32</b>

21-301

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[PHASE 1 IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE ("Release")** is made to be effective the 19<sup>th</sup> day of December \_\_\_\_\_, 2022, by **Florida Wall Concepts, Inc. ("Contractor")**, in favor of the **Reserve at Van Oaks Community Development District ("District")**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Authorization Agreement*, dated November 5, 2021 ("**Contract**") and between Contractor and Meritage Homes of Florida, Inc., a Florida corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.


**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.



[SIGNATURE PAGE TO CONTRACTOR'S RELEASE]

FLORIDA WALL CONCEPTS, INC.

  
By: Michael C. Wren  
Its: President

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 19th day of December, 2022, by Michael C. Wren as President of Florida Wall Concepts, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Patricia C. Lightner  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

## EXHIBIT A

### EXHIBIT 2 TO AUTHORIZATION AGREEMENT

#### SCOPE OF WORK

Contractor shall furnish all Labor and Materials necessary to install the following improvements required for Meritage's full intended use of the improvements in accordance with the plans and the requirements of all applicable governing agencies.

The Work shall include but not be limited to the following:

Contractor shall furnish all Labor and Materials necessary to install precast wall for phase 1 of the Project:

- Precast wall system (600 LF)
- Engineering/permitting
- (2) 2' x 2' x 6' high precast columns at the entrance way with stucco, paint and decorative cap
- 6' x 16' stucco precast wall system with 20" square precast columns with decorative caps; Painting is included

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[PHASE 1 IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 12 day of January, ~~2022~~ 2023, by Randy Suggs Landscaping, Inc. ("Contractor"), in favor of the Reserve at Van Oaks Community Development District ("District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Authorization Agreement*, dated August 10, 2022 ("**Contract**"), and between Contractor and Meritage Homes of Florida, Inc., a Florida corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.


3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$91,873.70 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall

be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

RANDY SUGGS LANDSCAPING, INC.

  
By: Brandon Colthe Suggs  
Its: CEO

STATE OF Florida  
COUNTY OF Orange

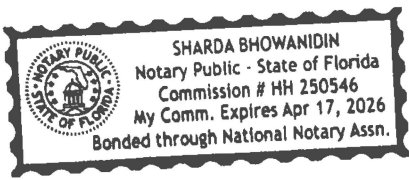
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of January, 2022, by Brandon Suggs as CEO of Randy Suggs Landscaping, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and ~~who is either personally known to me~~, or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF Florida

Name: Sharda Bhowanidin  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



**EXHIBIT A**

I. **DESCRIPTION OF EXTRA WORK:**

Extra Work include the following:

Contractor shall provide the labor and materials necessary to install four water meters & backflows per enhanced City of Aubumdale code requirements and credit for existing backflow of the Project:

- (4) Installation of Water Meter & Backflow Assemblies @ 6,865.00 = \$27,460.00
- (-1) Credit for Existing Backflow Work per Contract = \$-2,600.00

II. **EFFECTIVE DATE OF EXTRA WORK / CONSTRUCTION SCHEDULE:**

Effective Date: **August 3, 2022** – Completion Date: **December 31, 2022**

III. **COMPENSATION:** Meritage shall compensate Contractor for the Extra Work in the following manner:

\$24,860.00

IV. **SUMMARY:**

Original AA Amount:	\$155,409.00
Previous Accumulative Change Order(s):	\$0.00
This Change Order:	<u>\$24,860.00</u>
Total to Date:	\$180,269.00



**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[PHASE 1 IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 19<sup>th</sup> day of December, 2022, by Windward Building Group, Inc. (“Contractor”), in favor of the Reserve at Van Oaks Community Development District (“District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Authorization Agreement*, dated April 5, 2022 (“Contract”) and between Contractor and Meritage Homes of Florida, Inc., a Florida corporation (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.


**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$109,157.45** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall

be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

**WINDWARD BUILDING GROUP, INC.**

  
\_\_\_\_\_  
By: Jennifer Sas  
\_\_\_\_\_  
Its: Vice President  
\_\_\_\_\_

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 19th day of December, 2022, by Jennifer Sas as Vice President of Windward Building Group, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Lori Richardson  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A**

I. DESCRIPTION OF EXTRA WORK:

Extra Work include the following:

Contractor shall provide the labor and materials necessary for additional brick pavers and fencing, as the pool size increased due to pool engineer's requirements after they provided engineered plans for the Project:

**Brick Pavers:**

Original Scope: (2,639 SF) Brick Pavers & (46 LF) Trench Drain

New Scope: (3,158 SF) Brick Pavers & (64 LF) Trench Drain

**Fencing:**

Original Scope: (292 LF) 4' high Aluminum Fencing & (3) Pool Gates

New Scope: (315 LF) 4' high Aluminum Fencing & (3) Pool Gates

II. EFFECTIVE DATE OF EXTRA WORK / CONSTRUCTION SCHEDULE:

Effective Date: **June 28, 2022** – Completion Date: **June 28, 2023**

III. COMPENSATION: Meritage shall compensate Contractor for the Extra Work in the following manner:

\$6,232.00

IV. SUMMARY:

Original AA Amount:	\$415,900.00
Previous/Accumulative Change Order(s):	\$0.00
This Change Order:	<u>\$6,232.00</u>
Total to Date:	\$422,132.00



**PROFESSIONAL ACKNOWLEDGMENT AND RELEASE**  
**[PHASE 1 IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 15th day of May, 2023, ~~2022~~, by **Poulos & Bennett, LLC**, a Florida limited liability company (“Professional”), in favor of the **Reserve at Van Oaks Community Development District (“District”)**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Authorization Agreement*, dated April 13, 2021 (“Contract”) and between Contractor and Meritage Homes of Florida, Inc., a Florida corporation (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
3. **WARRANTY.** Professional hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.
5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR PROFESSIONAL ACKNOWLEDGMENT AND RELEASE]

POULOS & BENNETT, LLC

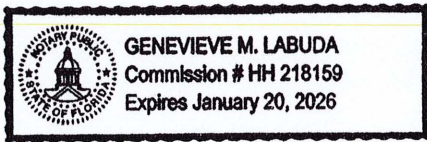
Eric Warren

By: Eric Warren

Its: Representative

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15<sup>th</sup> day of May, 2023 by Eric Warren as representative of Poulos and Bennett, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Genevieve M. Labuda  
NOTARY PUBLIC, STATE OF Florida

Name: Genevieve LaBuda

(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

## EXHIBIT A

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 1 of the project as described in the District’s *Engineer’s Report (2022 Project)*, dated January 31, 2022.

**DISTRICT ENGINEER'S CERTIFICATE  
[PHASE 1 IMPROVEMENTS]**

May 15, 2023

Board of Supervisors  
Reserve at Van Oaks Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Poulos & Bennett, LLC ("**District Engineer**"), as District Engineer for the Reserve at Van Oaks Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Meritage Homes of Florida, Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report (2022 Project)*, dated January 31, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements for stormwater and roadways were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications for the maintenance of the Improvements are on file with the District, and have been transferred, or are capable of being transferred, to the District for maintenance responsibilities.
6. Based on the Project Close Out Letter issued by the City of Auburndale, and to the best of our knowledge, we are not aware of any reason why the District should not acquire the Improvements.



**SIGNATURE PAGE TO DISTRICT ENGINEER'S CERTIFICATE [PHASE I IMPROVEMENTS]**

**POULOS & BENNETT, LLC**

*Eric Warren*

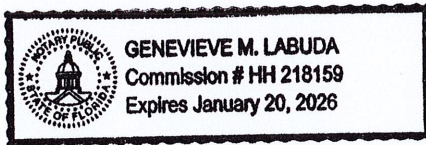
Eric Warren, P.E.

Florida Registration No. 75923

District Engineer

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15<sup>th</sup> day of May, 2023, by Eric Warren as District Engineer of Reserve at Van Oaks CDD, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

*Genevieve M. Labuda*  
NOTARY PUBLIC, STATE OF Florida

Name: Genevieve M. Labuda  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)



**EXHIBIT A**  
**Description of Phase 1 Improvements**

The Phase 1 Improvements include:

- a. Stormwater Improvements** - All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, located within the Property (defined below); and
- b. Roadway Improvements** - All roadways, paving, curbing, and other related improvements located within the Property.

The “Property” includes:

**All private rights-of-way, Tracts LA1, LA2, OS1, OS2, OS3, OS4, OS8, R1, R2, B2, WL2, WL3, Pond 2 and Pond 3, each as identified on the plat entitled *Reserve at Van Oaks Phase 1*, recorded in the Public Records of Polk County, Florida, at Plat Book 189, Pages 9 et. seq.**

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
<b>Stormwater</b>				
Storm Drainage (Brockman Site Development) (Phase 1)	\$1,274,234.83	\$762,908.34	\$511,326.49 (Phase 2)	\$0.00
<b>Roadways</b>				
Roadways (Brockman Site Development) – Phase 1	\$1,028,190.07	\$564,301.86 (Phase 1)	\$463,888.21 (Phase 2)	\$0.00

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[PHASE 1 IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 12 day of December 2022, by and between **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, with an address of 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 ("**Grantor**"), and for good and valuable consideration, to it paid by the **RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:

- a) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

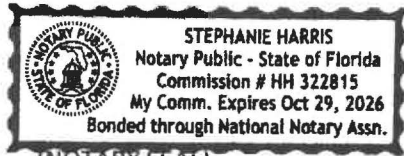
By: Katrina DeJesus  
Name: Katrina DeJesus

[Signature]  
Name: Steve Harding  
Title: Division President

By: Alexis James  
Name: Alexis James

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22nd day of December, 2022, by Steve Harding as Division President of Meritage Homes of Florida and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



Stephanie Harris  
NOTARY PUBLIC, STATE OF Florida

Name: Stephanie Harris  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**AMENDED & RESTATED EXHIBIT A**  
**Description of Phase 1 Improvements**

The Phase 1 Improvements include:

- a. Stormwater Improvements** - All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, located within the Property (defined below);
- b. Roadway Improvements** - All roadways, paving, curbing, and other related improvements located within the Property;
- c. Hardscaping Improvements** - All hardscaping, signage, entry monuments, lighting, sidewalks, trails, and other related improvements now a part of the Property;
- d. Landscaping Improvements** - All landscaping, sod, plants, trees, timber, shrubbery, and other related improvements now a part of the Property;
- e. Recreational Improvements** – All amenity and recreational improvements, including but not limited to pool and cabana, now a part of the Property;
- f. Work Product** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

The “Property” includes:

**All private rights-of-way, Tracts LA1, LA2, OS1, OS2, OS3, OS4, OS8, R1, R2, B2, WL2, WL3, Pond 2 and Pond 3, each as identified on the plat entitled *Reserve at Van Oaks Phase 1*, recorded in the Public Records of Polk County, Florida, at Plat Book 189, Pages 9 et. seq.**

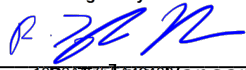
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
<b>Stormwater</b>				
Storm Drainage (Brockman Site Development) (Phase 1)	\$1,274,234.83	\$762,908.34	\$511,326.49 (Phase 2)	\$0.00
Excavation of Ponds & Compensation Storage	\$317,493.72	\$317,493.72	\$0.00	\$0.00
Excavation of Wetland Creation	\$8,314.02	\$8,314.02	\$0.00	\$0.00
Bahia Sod – Pond Slopes (Ponds and Tracts)	\$171,083.50	\$171,083.50	\$0.00	\$0.00
<b>Roadways</b>				
Roadways (Brockman Site Development) – Phase 1	\$1,028,190.07	\$564,301.86 (Phase 1)	\$463,888.21 (Phase 2)	\$0.00

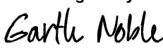
<b>Hardscaping</b>				
Mailbox Installation (Creative Mailboxes)	\$39,551.91	\$39,551.91	\$0.00	\$0.00
Wall and Entry Signage (Florida Wall Concepts)	\$77,931.16	\$77,931.16	\$0.00	\$0.00
<b>Landscaping</b>				
Landscape Installation (Randy Suggs)	\$180,269.00	\$98,737.00	\$81,532.00	\$0.00
Permit Fee (City of Auburndale)	\$3,500.00	\$3,500.00	\$0.00	\$0.00
<b>Amenity &amp; Recreational</b>				
Design Services (Sharp Design)	\$11,450.00	\$11,450.00	\$0.00	\$0.00
Construction (Windward Construction)	\$422,132.00	\$347,749.50	\$39,607.55	\$34,774.95
Security (Envera)	\$21,574.06	\$0.00	\$21,574.06	\$0.00
<b>Work Product</b>				
Phase 1 (Poulos and Bennett)	\$137,790.00	\$89,107.00	\$48,683.00 (Phase 2)	\$0.00
<b>TOTAL:</b>	<b>\$3,693,514.27</b>	<b>\$2,492,128.01</b>	<b>\$1,166,611.31</b>	<b>\$34,774.95</b>

The Developer and District acknowledge and agree that the prior "Exhibit A – Description of Phase I Improvements" is hereby amended and restated to include the above-referenced improvements and costs ("Amended & Restated Improvements and Costs"). The Amended & Restated Improvements and Costs shall be effective as of December 12, 2022, which is the date of the original *Bill of Sale and Limited Assignment [Phase 1 Improvements]*. The parties further agree that the original acquisition documents shall be deemed updated to include this Amended & Restated Exhibit A.

**MERITAGE HOMES OF FLORIDA, INC.**  
DEVELOPER

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

DocuSigned by:  
  
 106AD7E1E9487  
 By: R. J. Pansant  
 Its: VP

DocuSigned by:  
  
 205D82656442406  
 By: Garth Noble  
 Its: Chairman

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**13**

Tree Farm 2, Inc.  
 Dade City, FL, 33525  
 US



**Cornerstone**

**Estimate**

<b>Name / Address</b>
Reserve at Van Oaks Community Development Dean Garrow Suite 410W Boca Raton, FL 33431

Date	Estimate #
Apr-28-2023	EST-3849

Project
RVO3871 - 1049 Oak Valley Dr.,

Description	Qty	U/M	Cost	#MAINT Total
Cornerstone Solutions Group proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:	1		\$0.00	\$0.00 Non
3-Gal Vinurum Installed	100		\$13.50	\$1,350.00 Non
St. Augustine Floratam Sod Installed in sq ft	1000		\$0.77717	\$777.17 Non
3-Gal Dwarf Ixora Installed	20	each	\$18.00	\$360.00
Discretionary Annual discount	270		-\$3.10	(\$837.00) Non
Replace two oaks in decline with new 2" Cal	2		\$320.00	\$640.00 Non
Pine Bark touchup at all entry beds	250		\$6.50	\$1,625.00 Non
Discretionary Mulch Discount	250		-\$1.50	(\$375.00) Non
Hard wire front irrigation timer and remove all nodes so Irrigation system runs off of one controller.	1		\$0.00	\$0.00 Non
It appears most of the plant life has flushed back out and is in good shape. Due to the recent plant stress, we have held back on trimming. We will trim all plants at the entryway next visit, replacing those not cosmetically pleasing at no charge. The "heart" of the palm tree(s) appears green and healthy. We will trim and monitor these palms. We will discuss replacement if they do not improve within the next 30-45 days.	1		\$0.00	\$0.00 Non
			0.00%	\$0.00
<b>Total</b>				<b>\$3,540.17</b>

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**



**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2023**

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2023**

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 8,476	\$ -	\$ -	\$ 8,476
Investments				
Reserve	-	129,470	-	129,470
Cost of issuance	-	5,975	-	5,975
Interest	-	91,421	-	91,421
Undeposited funds	25,683	-	-	25,683
Due from Landowner	60	-	-	60
Due from general fund	-	4,222	-	4,222
Total assets	<u>34,219</u>	<u>231,088</u>	<u>-</u>	<u>265,307</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 25,608	\$ 4,222	\$ -	\$ 29,830
Due to Landowner	-	11,401	-	11,401
Due to other	6,087	-	-	6,087
Due to debt service fund	4,222	-	-	4,222
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>41,917</u>	<u>15,623</u>	<u>-</u>	<u>57,540</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	60	-	-	60
Total deferred inflows of resources	<u>60</u>	<u>-</u>	<u>-</u>	<u>60</u>
Fund balances:				
Restricted for:				
Debt service	-	215,465	-	215,465
Unassigned	<u>(7,758)</u>	<u>-</u>	<u>-</u>	<u>(7,758)</u>
Total fund balances	<u>(7,758)</u>	<u>215,465</u>	<u>-</u>	<u>207,707</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 34,219</u>	<u>\$ 231,088</u>	<u>\$ -</u>	<u>\$ 265,307</u>

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 26,671	\$ 112,717	\$ 338,399	33%
Total revenues	<u>26,671</u>	<u>112,717</u>	<u>338,399</u>	33%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	22,000	45,000	49%
Legal	2,116	3,736	25,000	15%
Engineering	169	844	2,000	42%
Audit	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	167	1,000	17%
Trustee*	-	-	5,000	0%
Telephone	17	150	200	75%
Postage	-	127	500	25%
Printing & binding	42	375	500	75%
Legal advertising	-	369	1,500	25%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	512	500	102%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	210	210	210	100%
Total professional & administrative	<u>6,637</u>	<u>35,345</u>	<u>94,290</u>	37%
<b>Field Operations</b>				
<b>Contracted services</b>				
Pressure washing	-	-	5,500	0%
Lawn service & mulch	4,313	20,313	90,000	23%
Lift station	-	-	1,800	0%
Wetland monitoring	-	-	4,500	0%
Pool service	-	-	10,800	0%
Cabana janitorial	-	-	7,800	0%
Amenity access control & data management	1,474	1,474	9,000	16%
Ponds	-	-	3,600	0%
<b>Repairs &amp; supplies</b>				
Pool & cabana maintenance	1,900	1,900	4,000	48%
Amenity access control repair	-	-	2,500	0%
Irrigation-repair	-	190	3,000	6%
General repairs/supplies	-	-	5,500	0%
Landscaping-repairs & replacement	3,929	3,929	5,000	79%
<b>Utilities</b>				
Electricity-irrigation	-	-	3,000	0%
Electricity-entrance monuments	-	-	2,400	0%
Electricity-pool & cabana	447	1,354	6,000	23%
Electricity-street lights	2,542	20,046	26,388	76%
Water-pool	1,252	1,896	3,500	54%
Pool cable	-	-	2,400	0%
<b>Administrative</b>				
Management fee - PM	2,502	11,259	15,012	75%
O&M accounting - DM	333	3,000	4,000	75%
Pool permit	-	-	275	0%
Copies & printing	-	-	3,500	0%
Postage	-	-	2,000	0%
<b>Taxes/insurance</b>				
Crime/fidelity policy/bond	-	-	2,500	0%
Property insurance	-	5,589	6,000	93%
Total field operations	<u>18,692</u>	<u>70,950</u>	<u>229,975</u>	31%
Total expenditures	<u>25,329</u>	<u>106,295</u>	<u>324,265</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	1,342	6,422	14,134	
Fund balances - beginning	(9,100)	(14,180)	-	
Fund balances - ending	<u>\$ (7,758)</u>	<u>\$ (7,758)</u>	<u>\$ 14,134</u>	

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	<u>4,222</u>	<u>179,267</u>
Total debt service	<u>4,222</u>	<u>179,267</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (4,222)	 (179,267)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	516,385
Original issue discount	-	(37,074)
Underwriter's discount	-	(77,400)
Total other financing sources	<u>-</u>	<u>401,911</u>
 Net change in fund balances	 (4,222)	 222,644
Fund balances - beginning	<u>219,687</u>	<u>(7,179)</u>
Fund balances - ending	<u>\$ 215,465</u>	<u>\$ 215,465</u>

**RESERVE AT VAN OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Capital outlay	<u>3,353,615</u>	<u>3,353,615</u>
Total expenditures	<u>3,353,615</u>	<u>3,353,615</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (3,353,615)	 (3,353,615)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>3,353,615</u>	<u>3,353,615</u>
Total other financing sources/(uses)	<u>3,353,615</u>	<u>3,353,615</u>
 Net change in fund balances	 -	 -
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

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

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Reserve at Van Oaks Community Development District held a Regular Meeting on May 1, 2023 at 1:00 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
Chris Torres	Assistant Secretary
Edmon Rakipi (via telephone)	Assistant Secretary

**Also present were:**

Kristen Suit	District Manager
Jonathan Johnson (via telephone)	District Counsel
Eric Warren (via telephone)	District Engineer
Dean Garrow	Home River Property Management

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 1:01 p.m. Supervisors Noble, Schiffer and Torres were present. Supervisor Rakipi attended via telephone. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired  
Term of Seat 1; Term Expires November  
2026**

**A. Administration of Oath of Office to Newly Appointed Supervisor (the following will be provided in a separate package)**

- 39 I. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
- 40 **Employees**
- 41 II. **Membership, Obligations and Responsibilities**
- 42 III. **Financial Disclosure Forms**
- 43 a. **Form 1: Statement of Financial Interests**
- 44 b. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
- 45 c. **Form 1F: Final Statement of Financial Interests**
- 46 IV. **Form 8B: Memorandum of Voting Conflict**
- 47 B. **Consideration of Resolution 2023-01, Designating Certain Officers of the District, and**
- 48 **Providing for an Effective Date**

49 These items were deferred.

50

<p>51 <b>FOURTH ORDER OF BUSINESS</b></p> <p>52</p> <p>53</p> <p>54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p>	<p><b>Consideration of Resolution 2023-04,</b></p> <p><b>Approving a Proposed Budget for Fiscal</b></p> <p><b>Year 2023/2024 and Setting a Public</b></p> <p><b>Hearing Thereon Pursuant to Florida Law;</b></p> <p><b>Addressing Transmittal, Posting and</b></p> <p><b>Publication Requirements; Addressing</b></p> <p><b>Severability; and Providing for an Effective</b></p> <p><b>Date</b></p>
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60 Ms. Suit presented Resolution 2023-04. She distributed a revised version of the  
61 proposed Fiscal Year 2024 budget, as the one in the agenda is incomplete and does not include  
62 the off-roll assessments or future repairs chart. The Fiscal Year 2023 budget was Landowner-  
63 funded but this budget will be funded through both on and off-roll assessments. She reviewed  
64 the proposed Fiscal Year 2024 budget, highlighting any line item increases, decreases and  
65 adjustments, compared to the Fiscal Year 2023 budget, and explained the reasons for any  
66 changes.

67 The following change was made to the proposed Fiscal Year 2024 budget:

68 Page 1: Add "Meeting room rental" line item for \$3,060

69 Ms. Suit stated the total Operation & Maintenance (O&M) on-roll assessment for Fiscal  
70 Year 2024 is projected to be \$1,723.39 and the off-roll assessments are projected to be



71 \$1,602.75. The bonds are scheduled to close on May 16, 2023 so, when the Fiscal Year 2024  
72 budget is adopted at the July meeting, the Debt Service Fund will most likely be included.

73

74 **On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor,**  
75 **Resolution 2023-04, Approving a Proposed Budget for Fiscal Year 2023/2024, as**  
76 **amended, and Setting a Public Hearing Thereon Pursuant to Florida Law on July**  
77 **3, 2023 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4,**  
78 **4500 Lakeland Park Drive, Lakeland, Florida 33809; Addressing Transmittal,**  
79 **Posting and Publication Requirements; Addressing Severability; and Providing**  
80 **for an Effective Date, was adopted.**

81

82

83 Mr. Johnson stated he will provide the form of Mailed Notice and published notice.

84

85 **FIFTH ORDER OF BUSINESS**

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

87

88 Ms. Suit presented the Engagement Letter engaging Mr. Earlywine and his new firm,  
89 Kutak Rock, LLP.

90

91 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the**  
92 **engagement of Jere Earlywine/Kutak Rock, LLP, was ratified.**

93

94

95 • **Consideration of Retention and Fee Agreement**

96 Ms. Suit presented the Kutak Rock LLP Retention and Fee Agreement.

97

98 **On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the**  
99 **Kutak Rock, LLP Retention and Fee Agreement for District Counsel Services,**  
100 **was approved.**

101

102

103 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-05, To  
104 Re-Set the Date, Time and Place of the  
105 Public Hearing Regarding the Adoption of  
106 Amenity Rules and Rates; Ratifying**

**Publication of Notice of Such Hearing; and  
Providing an Effective Date**

107  
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Ms. Suit presented Resolution 2023-05. While the Amenity Rules and Rates were effective immediately, a publication issue made it necessary to move the Public Hearing date.

**On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, Resolution 2023-05, To Re-Set the Date, Time and Place to July 3, 2023 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809, for the Public Hearing Regarding the Adoption of Amenity Rules and Rates; Ratifying Publication of Notice of Such Hearing; and Providing an Effective Date, was adopted.**

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Ms. Suit stated the pool can still be opened and that all insurance is in effect.

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121  
122

**SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of March 31, 2023**

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127

Ms. Suit presented the Unaudited Financial Statements as of March 31, 2023.

**On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor, the Unaudited Financial Statements as of March 31, 2023, were accepted.**

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129  
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131

- **Consideration of Resolution 2022-35, [AMENDED AND RESTATED SUPPLEMENTAL ASSESSMENT RESOLUTION, 2023 BONDS, WITH DELEGATION OF AUTHORITY], Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2023 (“Series 2023 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 2023 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the**

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141 **Supplementation of the Improvement Lien Book; and Providing for Conflicts,**  
142 **Severability and an Effective Date**

143 **This item was an addition to the agenda.**

144 Ms. Suit stated it is necessary to amend and re-state Supplemental Assessment  
145 Resolution 2022-35 that was approved last year.

146 Mr. Johnson stated, due to the delay, the original Resolution references Engineering  
147 Reports and Assessment Reports with dates from last year. The only changes will be to those  
148 documents and, as directed previously, inserting sources and uses, etc. The Resolution number  
149 is not being changed from 2022-35 because that number appears in a number of bond  
150 documents that are currently in circulation. This amended and re-stated Supplemental  
151 Resolution will only correct those internal dates.

152

153 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor,**  
154 **Resolution 2022-35, [AMENDED AND RESTATED SUPPLEMENTAL ASSESSMENT**  
155 **RESOLUTION, 2023 BONDS, WITH DELEGATION OF AUTHORITY], Setting Forth**  
156 **the Specific Terms of the District’s Special Assessment Revenue Bonds, Series**  
157 **2023 (“Series 2023 Bonds”); Making Certain Additional Findings and Confirming**  
158 **and/or Adopting A Supplemental Engineer’s Report and a Supplemental**  
159 **Assessment Report; Delegating Authority to Prepare Final Reports and Update**  
160 **this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds;**  
161 **Addressing the Allocation and Collection of the Assessments Securing the**  
162 **Series 2023 Bonds; Addressing Prepayments; Addressing True-Up Payments;**  
163 **Providing for the Supplementation of the Improvement Lien Book; and**  
164 **Providing for Conflicts, Severability and an Effective Date, was adopted.**

165

166

167 **▪ Consideration of Cornerstone Landscape Estimate**

168 **This item was an addition to the agenda.**

169 Ms. Suit presented the Cornerstone Landscape estimate. Once the work is completed,  
170 an invoice will be required for payment to be processed.

171 Discussion ensued regarding the two-month process of arranging for landscaping.

172 Mr. Torres stated the installer did not hardwire the front irrigation timer because the  
173 CDD did not have power at the time; rather than run irrigation on a battery pack, he asked  
174 Cornerstone to perform the work.

175 Mr. Garrow stated he will code the expenses, accordingly, when submitted.

176

177 **On MOTION by Mr. Torres and seconded by Ms. Schiffer, with all in favor, the**  
178 **Cornerstone Landscape Estimate, in the amount of \$3,540.17, was approved.**

179

180

181 **EIGHTH ORDER OF BUSINESS**

**Approval of February 6, 2023 Regular Meeting Minutes**

182

183

184 Ms. Suit presented the February 6, 2023 Regular Meeting Minutes.

185

186 **On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the**  
187 **February 6, 2023 Regular Meeting Minutes, as presented, were approved.**

188

189

190 **NINTH ORDER OF BUSINESS**

**Staff Reports**

191

192 **A. District Counsel: Kutak Rock LLP**

193 Mr. Johnson stated, if additional information is needed relating to the final pricing and  
194 closing of the bonds, he will be in touch.

195 **B. District Engineer: Poulos & Bennett, LLC**

196 There was no report.

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

- 198 • **10 Registered Voters in District as of April 15, 2023**
- 199 • **NEXT MEETING DATE: June 5, 2023 at 1:00 PM**
- 200 ○ **QUORUM CHECK**

201 The June 5, 2023 meeting was canceled. The next meeting will be on July 3, 2023.

202

203 **TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

204

205 There were no Board Members' comments or requests.

206

207 **ELEVENTH ORDER OF BUSINESS**

**Public Comments**

208

209 There were no public comments.

210

211 TWELFTH ORDER OF BUSINESS

Adjournment

212

213

214 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the**  
215 **meeting adjourned at 1:17 p.m.**

216

217

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223

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

224  
225  
226  
227  
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Secretary/Assistant Secretary

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Chair/Vice Chair

# **RESERVE AT VAN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **STAFF REPORTS**

**RESERVE AT VAN OAKS COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION**

*Holiday Inn Express & Suites Lakeland North I-4  
4500 Lakeland Park Drive, Lakeland, Florida 33809*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 3, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 7, 2022 CANCELED NO QUORUM</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>December 5, 2022 CANCELED NO QUORUM</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 9, 2023 CANCELED NO QUORUM</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 6, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 6, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 3, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 1, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 5, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 3, 2023 CANCELED</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>
<b>August 7, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>
<b>September 4, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>