

**VARREA SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

February 12, 2021

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

Varrea South Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 334313
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

February 5, 2021

Board of Supervisors
Varrea South Community Development District

Dear Board Members:

The Board of Supervisors of the Varrea South Community Development District will hold a Public Hearing and a Regular Meeting on February 12, 2021 at 10:00 a.m., at the offices of Stantec, 777 S. Harbour Island Blvd., Suite 600, Tampa, Florida 33602. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2020/2021 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2021-30, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of CDD Development Agreement
5. Consideration of Resolution 2021-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
6. Consideration of Resolution 2021-15, Adopting the Annual Meeting Schedule for Fiscal Year 2020-2021 and Providing for an Effective Date
7. Update: Status of Financing
8. Acceptance of Unaudited Financial Statements as of December 31, 2020
9. Consideration of December 11, 2020 Public Hearings and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Stantec*

ATTENDEES:

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

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

- NEXT MEETING DATE: _____
- QUORUM CHECK

Ryan Zook	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Brian Mihelich	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Teddianne Sherman	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
William Conerly	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Ryan Hoppe	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

Cindy Carbone

Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

CONFERENCE ID: 8518503

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

3A

Tampa Bay Times Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

} SS

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Budget Public Hearing** was published in **Tampa Bay Times: 1/24/21, 1/31/21** in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Varrea South Community Development District ("District") will hold a public hearing on February 12, 2021 at 10:00 a.m., at the offices of at Stantec Consulting Services, 777 S. Harbour Island Boulevard, Suite 600, Tampa, Florida 33602 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning October 21, 2020 through September 30, 2021 ("Fiscal Year 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 570-0010 ("District Manager's Office"), during normal business hours.

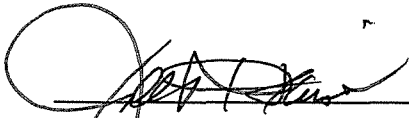
The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting 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.

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

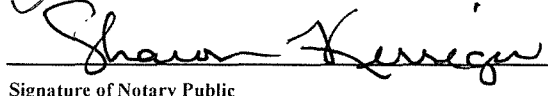
Craig Wrathell
District Manager

(136596) 1/24, 1/31/2021



Signature Affiant

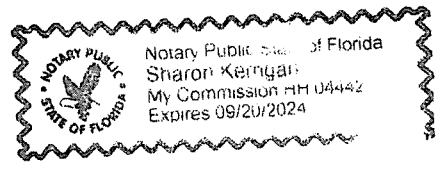
Sworn to and subscribed before me this 01/31/2021



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2021-30

THE ANNUAL APPROPRIATIONS RESOLUTION OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Varrea South Community Development District (“District”) was established by Ordinance 2020-20, enacted by the City Commission of the City of Plant City, Hillsborough County, Florida on August 24, 2020, and effective September 16, 2020; and

WHEREAS, the District Manager has, at the first meeting of the Board of Supervisors (“Board”) of the District, submitted a proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2020, and ending September 30, 2021 (“Fiscal Year 2020/2021”) 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, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriations 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 VARREA SOUTH 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 Varrea South Community Development District for the Fiscal Year Ending September 30, 2021."
- 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 2020/2021, the sum of \$92,848 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	<u>\$92,848</u>
TOTAL ALL FUNDS	\$92,848

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. 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 12TH DAY OF FEBRUARY, 2021.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2021
PREPARED FEBRUARY 5, 2020**

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
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**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2021**

	FY 2021
REVENUES	
Landowner contribution	\$ 92,848
Total revenues	92,848
EXPENDITURES	
Professional & administrative	
Management/accounting/recording	48,000
Legal	25,000
Engineering	3,500
Audit	-
Arbitrage rebate calculation*	-
Dissemination agent**	583
Trustee***	-
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website	
Hosting & maintenance	1,680
ADA compliance	210
Total expenditures	92,848
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	\$ -

*This expense will be realized the year after the issuance of bonds.

**This expense will be realized when bonds are issued

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

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</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	3,500
<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	-
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	-
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	583
<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 & Associates serves as dissemination agent.</p>	
Trustee	-
<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, etc.</p>	
Legal advertising	6,500
<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.</p>	
Website	
Hosting & maintenance	1,680
ADA compliance	210
Total expenditures	<u><u>\$ 92,848</u></u>

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4

CDD DEVELOPMENT AGREEMENT – VARREA SOUTH

THIS CDD DEVELOPMENT AGREEMENT – VARREA SOUTH (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

Varrea South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Plant City, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

WUSF 3 Harvest Grove N, LLC, a Florida limited liability company, **WUSF 4 Harvest Grove S, LLC**, a Florida limited liability, and **Walton Acquisitions FL, LLC**, a Florida limited liability company, each with an address of c/o Walton Global Holdings, Ltd., 14614 N. Kierland Blvd., Suite 120, Scottsdale, Arizona 85254 (together, “**Landowner**”);

And is acknowledged by:

D.R. Horton, Inc., a Delaware corporation, and whose mailing address is 12602 Telecom Drive, Tampa, Florida 33637 (“**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 20-2020 adopted by the City Commission of Plant City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner presently owns all of the lands within the District, which lands are intended to be developed into a mixed-use development (“**Development**”); and

WHEREAS, the Developer is in the process of acquiring certain lands (“**Property**”) – described in **Exhibit A** – within the District from the Landowner in multiple take downs over time, and for the purpose of developing those lands into a residential community; and

WHEREAS, the District was established to provide the public infrastructure improvements necessary to support the Development; and

WHEREAS, the District intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services for the Development and known as the “**Capital Improvement Plan**,” or “**CIP**,” and

WHEREAS, to fund the public improvements under the CIP, the District anticipates issuing special assessment bonds (together, "**Bonds**"); and

WHEREAS, the District intends to conduct the necessary proceedings and finally levy and impose various debt service special assessments to secure the repayment of each series of Bonds funding the initial installation of the CIP ("**Debt Assessments**"); and

WHEREAS, the Landowner, as the initial landowner of all lands within the District, is comfortable allowing the District to finance, acquire, construct, operate, maintain, repair and replace the portions of the CIP necessary for lands that have been sold by the Landowner to the Developer, but not for such lands that have not yet been sold ("**Unsold Lands**"); and

WHEREAS, the District is agreeable to not implementing the CIP for any Unsold Lands because such Unsold Lands do not benefit from the CIP until they are sold and/or developed; and

WHEREAS, the Landowner has requested assurances that the CIP will not be implemented with respect to Unsold Lands – and no Debt Assessments will be imposed on the Unsold Lands – until they are sold and/or developed, and the District is willing to provide such assurances based on the terms set forth herein; and

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 District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. NO DEBT ASSESSMENTS ON UNSOLD LANDS. The District acknowledges and agrees that, without the Landowner's consent to the establishment of the District, and absent Landowner's agreement to sell property to Developer, among other things, the District would be unable to move forward with implementing the District's CIP for any lands within the District. In consideration for the District's being able to implement its CIP as set forth herein, the District agrees that:

A. In connection with the issuance of any Bonds, the District shall not use Bond proceeds to develop any Unsold Lands, and shall not impose any Debt Assessments, or any administrative, operations and maintenance assessments (together, "**O&M Assessments**"), on any Unsold Lands. To ensure the same, the District agrees to establish one or more assessment area(s) not including the Unsold Lands, which assessment area(s) shall receive 100% of any debt service assessments securing the Bonds, as well as any O&M Assessments.

B. Subject to Section 2.A. above, the Landowner agrees to take any action reasonably necessary to cooperate with the District, and not contest, the District's actions in: (i) conducting any routine meetings required by law for the District's operations (e.g., organizational meeting, budget meetings, etc.), and (ii) authorizing and prosecuting validation proceedings pursuant to Chapter 75, *Florida Statutes*, to validate the District's proposed Bonds (including, e.g.,

validating the entire CIP), and (iii) levying Debt Assessments and O&M Assessments on lands within the District other than Unsold Lands.

- C. **Removal of Unsold Lands.** At the Landowner's written request, the District's Board of Supervisors agrees to take such action as is reasonably necessary to petition and cause Plant City to remove any Unsold Lands from the District's boundaries.
- D. **Automatic Termination.** This Agreement shall automatically terminate with respect to any portion of the Property sold by Landowner to Developer or a third party.

3. **DEFAULT.** A default by a party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. **ATTORNEYS' FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party; 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.

6. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses 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 parties may deliver Notice on behalf of the party represented. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

7. **ARM'S LENGTH TRANSACTION.** 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a

formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

9. 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 the parties hereto.

10. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

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

12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

13. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – VARREA SOUTH]

Executed as of the ___ day of _____, 2021.

**VARREA SOUTH COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Title: _____

DRAFT

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – VARREA SOUTH]

Executed as of the ____ day of _____, 2021.

WALTON ACQUISITIONS FL, LLC, a Florida limited liability company

By: Walton International Group, Inc., a Nevada corporation, its Manager

By: _____

Name: _____

Title: _____

DRAFT

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – VARREA SOUTH]

Executed as of the ____ day of _____, 2021.

WUSF 3 HARVEST GROVE N, LLC, a Florida limited liability company

By: Walton U.S. Land Fund 3, LP, a Delaware limited partnership, its Sole Member and Manager

By: WUSF 3 GP, LLC, a Delaware limited liability company, its General Partner

By: Walton Land Management (USA), Inc., a Delaware corporation, its Manager

By: _____
Name: _____
Title: _____

DRAFT

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – VARREA SOUTH]

Executed as of the ____ day of _____, 2021.

WUSF 4 HARVEST GROVE S, LLC, a Florida limited liability company

By: Walton U.S. Land Fund 4, LP, a Delaware limited partnership, its Sole Member and Manager

By: WUSF 4 GP, LLC, a Delaware limited liability company, its General Partner

By: Walton Land Management (USA), Inc., a Delaware corporation, its Manager

By: _____

Name: _____

Title: _____

DRAFT

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – VARREA SOUTH]

The foregoing *CDD Development Agreement – Varrea South* is hereby acknowledged this ____ day of _____, 2021 by:

D.R. HORTON, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A: Legal Description

DRAFT

SKETCH AND DESCRIPTION – NOT A SURVEY

VARREA SOUTH


As a point of reference commence at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 28 South, Range 22 East, Hillsborough County, Florida and proceed South 89°51'35" West, along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 11, a distance of 1322.88 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South 20°25'27" West, a distance of 26.71 feet to a point on the Southerly maintained right-of-way line of Midway Road as established by Hillsborough County on June 3, 2003 and the POINT OF BEGINNING; thence, leaving said Southerly maintained right-of-way line, South 20°54'52" West, a distance of 334.87 feet; thence South 30°06'57" West, a distance of 267.84 feet; thence South 72°08'22" West, a distance of 180.31 feet; thence South 00°05'51" West, a distance of 655.58 feet; thence South 89°06'22" East, a distance of 274.55 feet to the Northwest corner of Midway Groves as recorded in Plat Book 93, Page 48 of the Public Records of Hillsborough County, Florida; thence South 01°52'50" West, along the Westerly boundary of said Midway Groves, a distance of 250.84 feet; thence South 89°48'50" East, along the Westerly boundary of said Midway Groves, a distance of 269.88 feet; thence South 11°57'15" East, along the Westerly boundary of said Midway Groves, a distance of 689.35 feet to the Southwest corner of said Midway Groves; thence South 89°49'53" East, along the South boundary of said Midway Groves, a distance of 1048.75 feet to a point on the Westerly maintained right-of-way line of Charlie Taylor Road as established by Hillsborough County on June 3, 2003; thence, along said Westerly maintained right-of-way line the following four (5) courses: (1) South 00°28'18" West, a distance of 1004.83 feet; (2) South 02°53'51" West, a distance of 114.55 feet; (3) South 00°00'13" West, a distance of 604.60 feet; (4) S 00°34'09" E, a distance of 827.52 feet; (5) S 00°46'30" E, a distance of 505.37 feet to a point on the South boundary of the North 1/2 of the Northeast 1/4 of said Section 14; thence, along said South boundary, South 89°37'20" West, a distance of 2604.08 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of said Section 14; thence, along the East boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 14, South 00°39'55" East, a distance of 1318.31 feet; thence, along the East boundary of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, South 00°35'24" East, a distance of 659.92 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 89°35'53" West, along the South boundary of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, a distance of 1316.83 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00°54'01" West, along the West boundary of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, a distance of 660.51 feet to the Northwest corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00°31'25" West, along the West boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 14, a distance of 1318.35 feet to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence, along the West boundary of the East 1/2 of the Northwest 1/4 of said Section 14, North 00°39'48" West, a distance of 1319.56 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence, along the West boundary of the East 3/4 of said Section 11, North 00°14'07" East, a distance of 3401.92 feet; thence S 89°45'53" E, a distance of 63.34 feet; thence N 30°00'45" E, a distance of 95.22 feet; thence N 85°32'23" E, a distance of 149.50 feet; thence S 76°32'00" E, a distance of 80.07 feet; thence N 47°42'42" E, a distance of 200.42 feet to a point on the South boundary of those certain lands conveyed by Official Records Book 24681, Page 1514 of the Public Records of Hillsborough County, Florida; thence N 89°40'27" E, along said South boundary, a distance of 84.93 feet; thence N 00°08'17" W, along the East boundary of said certain tract, a distance of 91.58 feet; thence N 48°12'46" E, a distance of 245.16 feet; thence N 79°54'36" E, a distance of 460.86 feet to a point on the Southerly maintained right-of-way line of Midway Road as established by Hillsborough County on June 3, 2003; thence, along said Southerly right-of-way line, N 89°49'09" E, a distance of 144.23 feet; thence S 00°02'15" E, a distance of 36.89 feet; thence S 70°33'23" W, a distance of 532.29 feet; thence S 29°31'08" E, a distance of 172.52 feet; thence S 04°11'49" E, a distance of 471.53 feet; thence S 83°25'35" E, a distance of 517.86 feet; to the beginning of a non-tangential curvature of a curve concave southwesterly, having a radius of 165.82 feet and a chord which bears S 49°07'00" E, a distance of 163.67 feet; thence along the arc of said curve to the right, a distance of 171.17 feet; thence S 11°51'23" E, a distance of 103.70 feet; thence N 88°30'32" E, a distance of 27.78 feet; thence N 01°29'32" W, a distance of 310.79 feet; thence N 00°38'53" W, a distance of 517.21 feet; thence N 12°17'03" W, a distance of 58.55 feet; thence N 00°36'19" W, a distance of 216.32 feet to a point on the aforementioned South right-of-way line; thence, along said Southerly right-of-way line; thence S 89°56'46" E, a distance of 83.85 feet; thence S 00°38'21" E, a distance of 215.33 feet; thence S 11°02'52" W, a distance of 59.80 feet; thence S 00°38'40" E, a distance of 372.36 feet; thence S 89°58'40" E, a distance of 159.04 feet; thence N 00°00'00" W, a distance of 84.01 feet; to the beginning of a non-tangential curvature of a curve concave southeasterly, having a radius of 350.92 feet and a chord which bears N 27°00'04" E, a distance of 328.39 feet; thence along the arc of said curve to the right a distance of 341.73 feet; thence N 54°56'57" E, a distance of 475.28 feet to a point on the aforementioned South right-of-way line; thence, along said Southerly right-of-way line N 89°55'27" E, a distance of 216.50 feet; to the POINT OF BEGINNING.

The above parcel containing 19,019,156 square feet, or 436.62 acres, more or less.

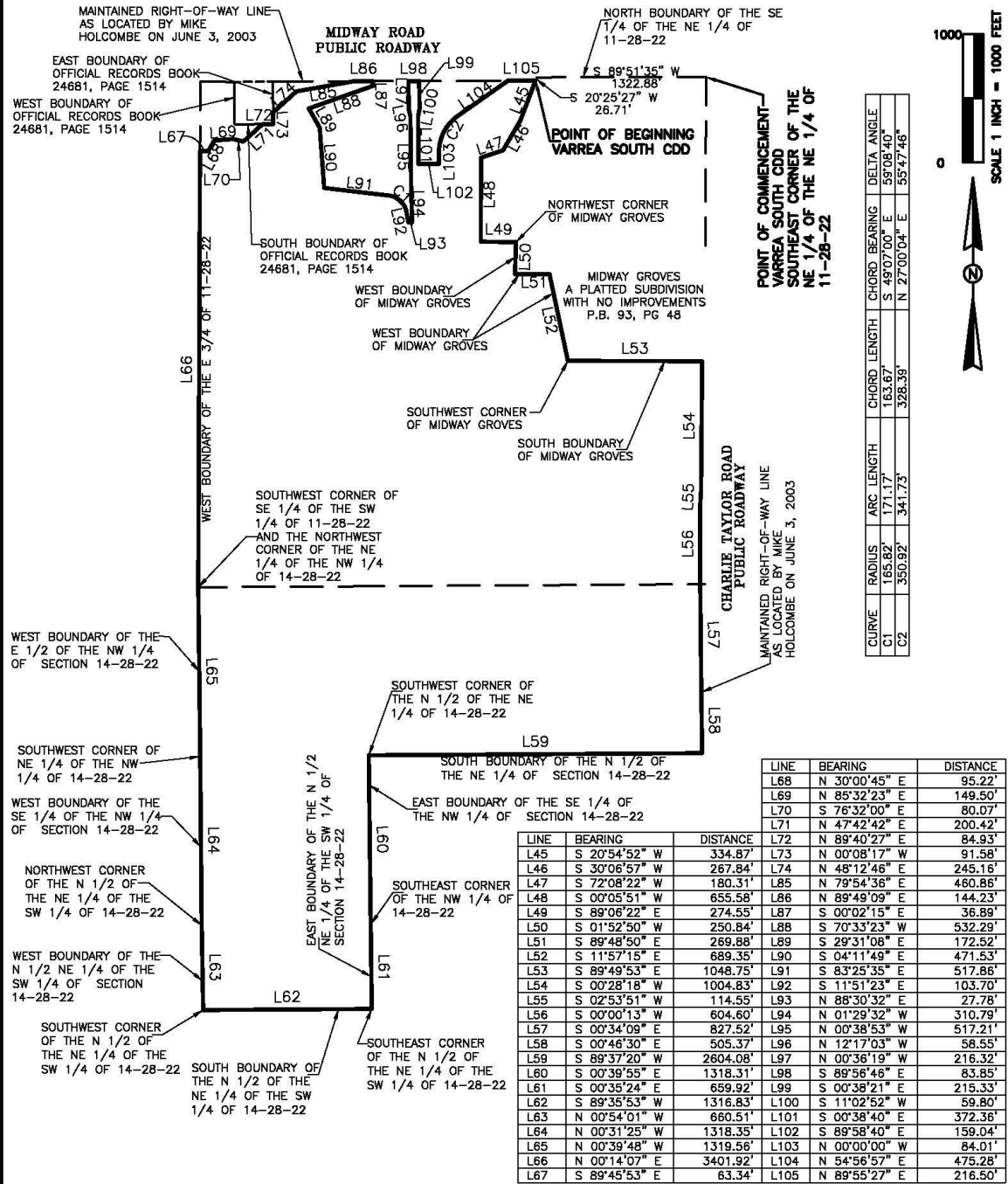
Aaron Murphy


07-10-2020

Aaron J. Murphy, PSM Date
 Florida Professional Surveyor and Mapper No. 6768
 for Hamilton Engineering and Surveying, Inc.
 Certificate of Authorization No. LB7013

 <p>HAMILTON ENGINEERING & SURVEYING, INC.</p>	VARREA SOUTH CDD					
	3409 W. LEMON STREET Tampa, FL 33608 LB7013	Tel (813) 250-3535 Fax (813) 250-3636	SECT W/P RGE 11&14-28-22	JOB NUMBER 03544.0029	SCALE AS SHOWN	DATE 04-07-2020

SKETCH AND DESCRIPTION - NOT A SURVEY





HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
Tampa, FL 33608

LB#7013

Tel (813) 250-3535
Fax (813) 250-3636

VARREA SOUTH CDD

SECT W/P R/G	JOB NUMBER	SCALE	DATE	SHEET
11&14-28-22	03544.0029	AS SHOWN	04-07-2020	2/2

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2021-07

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at the offices of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, and within Hillsborough County, Florida.

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

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2021-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Varrea South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Hillsborough County, Florida; 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; and

WHEREAS, the Board desires to adopt the Fiscal Year 2020-2021 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2020-2021 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.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2021.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2020-2021 Annual Meeting Schedule

Exhibit A

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS FISCAL YEAR 2020-2021 MEETING DATES

The Board of Supervisors of the Varrea South Community Development District will hold their regular meetings for the remainder of Fiscal Year 2020-2021 at __:__ a./p.m., at the offices of Stantec, 777 S. Harbour Island Blvd., Suite 600, Tampa, Florida 33602. as follows:

March __, 2021

April __, 2021

May __, 2021

June __, 2021

July __, 2021

August __, 2021

September __, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Office"), during normal business hours.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 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 Office.

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

District Manager

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2020**

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2020**

	General Fund	Total Governmental Funds
ASSETS		
Due from Landowner	\$ 26,096	\$ 26,096
Total assets	\$ 26,096	\$ 26,096
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 20,096	\$ 20,096
Landowner advance	6,000	6,000
Total liabilities	26,096	26,096
 DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	20,096	20,096
Total deferred inflows of resources	20,096	20,096
 Fund balances:		
Unassigned	(20,096)	(20,096)
Total fund balances	(20,096)	(20,096)
 Total liabilities, deferred inflows of resources and fund balances	 \$ 26,096	 \$ 26,096

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 92,848	0%
Total revenues	<u>-</u>	<u>-</u>	<u>92,848</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	115	2,734	25,000	11%
Engineering	-	-	3,500	0%
Dissemination agent*	-	-	583	0%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	3,700	5,187	6,500	80%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting & maintenance	-	-	1,680	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,873</u>	<u>20,096</u>	<u>92,848</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(7,873)	(20,096)	-	
Fund balances - beginning	(12,223)	-	-	
Fund balances - ending	<u>\$ (20,096)</u>	<u>\$ (20,096)</u>	<u>\$ -</u>	

*These items will be realized after the issuance of bonds.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT

**MINUTES OF MEETING
VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Varrea South Community Development District held Multiple Public Hearings and a Regular Meeting on December 11, 2020 at 10:00 a.m., at the offices of Stantec, 777 S. Harbour Island Blvd., Suite 600, Tampa, Florida.

Present were:

Ryan Zook	Chair
Brian Mihelich	Vice Chair
Teddianne Sherman	Assistant Secretary
William (Bill) Conerly (via telephone)	Assistant Secretary
Ryan Hoppe (via telephone)	Assistant Secretary

Also present, were:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Tonja Stewart	Interim District Engineer
Ed Fleming	The Wolton Group

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 10:09 a.m. Supervisors Zook, Mihelich and Sherman were present. Supervisors Conerly and Hoppe were attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

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

40 **A. Affidavits of Publication**

41 The affidavits of publication were included for informational purposes.

42 **B. Consideration of Resolution 2021-28, Adopting Rules of Procedure; Providing a**
43 **Severability Clause; and Providing an Effective Date**

44 Mr. Wrathell discussed the Rules of Procedure.

45

46 **On MOTION by Mr. Zook and seconded by Mr. Mihelich, with all in favor, the**
47 **Public Hearing was opened.**

48

49

50 No members of the public spoke.

51

52 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor, the**
53 **Public Hearing was closed.**

54

55

56 Mr. Wrathell presented Resolution 2021-28.

57

58 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor,**
59 **Resolution 2021-28, Adopting Rules of Procedure; Providing a Severability**
60 **Clause; and Providing an Effective Date, was adopted.**

61

62

63 **FOURTH ORDER OF BUSINESS**

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

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78 **A. Affidavit/Proof of Publication**

79 The proof of publication was included for informational purposes.

80 **B. Consideration of Resolution 2021-29, Expressing its Intent to Utilize the Uniform**
81 **Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which**
82 **May Be Levied by the Varrea South Community Development District in Accordance**
83 **with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing**
84 **an Effective Date**

85 Mr. Wrathell presented Resolution 2021-29.

86

87 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor, the**
88 **Public Hearing was opened.**

89

90

91 No members of the public spoke.

92

93 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor, the**
94 **Public Hearing was closed.**

95

96

97 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor,**
98 **Resolution 2021-29, Expressing its Intent to Utilize the Uniform Method of**
99 **Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be**
100 **Levied by the Varrea South Community Development District in Accordance**
101 **with Section 197.3632, Florida Statutes; Providing a Severability Clause; and**
102 **Providing an Effective Date, was adopted.**

103

104

105 **Mr. Conerly left the meeting at 10:17 a.m.**

106

107

108 **FIFTH ORDER OF BUSINESS**

Consideration of Responses to Request for
Proposals (RFP) for Annual Audit Services

109

110

111 **A. Affidavit of Publication**

112 The affidavit of publication was included for informational purposes.

113 **B. RFP Package**

114 The RFP package was included for informational purposes.

115 **C. Respondents**

116 **I. Berger, Toombs, Elam, Gaines & Frank**

117 **II. Carr, Riggs & Ingram, LLC**

118 Mr. Wrathell stated that Management has worked with the audit firms and both are
119 very well qualified; therefore, pricing was the factor that set the firms apart.

120 **D. Auditor Evaluation Matrix/Ranking**

121 Mr. Wrathell stated that Berger, Toombs, Elam, Gaines & Frank (BTEGF) proposed the
122 lowest price. He scored the respondents on the Auditor Selection Evaluation Criteria as
123 follows:

- 124 1. Berger, Toombs Elam, Gaines & Frank 100 points
- 125 2. Carr, Riggs & Ingram, LLC 98 points

126

127 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor,**
128 **accepting Staff’s recommended rankings and naming Berger, Toombs, Elam,**
129 **Gaines & Frank as the #1 ranked firm, was approved.**

130

131

132 **E. Award of Contract**

133

134 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor,**
135 **authorizing District Staff to engage Berger, Toombs, Elam, Gaines & Frank for**
136 **District Audit Services, was approved.**

137

138

139 **SIXTH ORDER OF BUSINESS**

**Consideration of Response to Request for
Qualifications (RFQ) for Engineering
Services**

140

141

142

143 **A. Affidavit of Publication**

144 The affidavit of publication was included for informational purposes.

145 **B. RFQ Package**

146 The RFQ package was included for informational purposes.

147 **C. Respondents**

148 I. Stantec

149 II. Pennoni Associates Inc.

150 D. Competitive Selection Criteria/Ranking

151 Ms. Cerbone joined the meeting at 10:31 a.m.

152 Mr. Wrathell tallied the Supervisors’ rankings and stated, based on the selection/ranking
153 criteria in the RFQ, the respondents ranked as follows:

154 1. Stantec 380 points

155 2. Pennoni Associates, Inc. 285 points

156

157 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor,**
158 **ranking Stantec as the #1 ranked firm, was approved.**

159

160

161 E. Award of Contract

162

163 **On MOTION by Mr. Zook and seconded by Mr. Mihelich, with all in favor,**
164 **authorizing Staff to negotiate the terms and prepare a Continuing Services**
165 **Agreement with Stantec for District Engineering Services and authorizing the**
166 **Chair or Vice Chair to execute the Agreement, was approved.**

167

168

169 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-07,
Designating the Primary Administrative
Office and Principal Headquarters of the
District and Providing an Effective Date

170

171

172

173

174 This item was deferred.

175

176 EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-15,
Adopting the Annual Meeting Schedule for
Fiscal Year 2020-2021 and Providing for
an Effective Date

177

178

179

180

181 This item was deferred.

182

183 **NINTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
184 **Statements as of October 31, 2021**

185
186 Mr. Wrathell presented the Unaudited Financial Statements as of October 31, 2021.

187

188 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**
189 **Unaudited Financial Statements as of October 31, 2021, were accepted.**

190

191

192

193 **TENTH ORDER OF BUSINESS** **Consideration of Minutes**

194

195 **A. October 16, 2020 Landowners' Meeting**

196 **B. October 16, 2020 Organizational Meeting**

197 Mr. Wrathell presented the October 16, 2020 Landowners' Meeting and Organizational
198 Meeting Minutes.

199

200 **On MOTION by Mr. Zook and seconded by Ms. Sherman, with all in favor, the**
201 **October 16, 2020 Landowners' Meeting and Organizational Meeting Minutes,**
202 **as presented, were approved.**

203

204

205 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

206

207 **A. District Counsel: *Hopping Green & Sams, P.A.***

208 Mr. Earlywine stated he was working with the Landowners regarding property that was
209 not yet sold to DR Horton. The assessment process may begin in January. Discussion ensued
210 regarding properties subject to liens and assessments.

211 **B. District Engineer (Interim): *Stantec***

212 There being nothing to report, the next item followed.

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

214 There being nothing to report, the next item followed.

215

216 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

217

218 There being no Board Members' comments or requests, the next item followed.

219

220 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

221

222 There being no public comments, the next item followed.

223

224 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

225

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

227

228 **On MOTION by Mr. Zook and seconded by Mr. Mihelich, with all in favor, the**
229 **meeting adjourned at 10:39 a.m.**

230

231

232

233

234

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

235

236

237

238

239

240 _____
Secretary/Assistant Secretary

Chair/Vice Chair