

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**August 11, 2023**

**BOARD OF SUPERVISORS**

## **PUBLIC HEARING AND REGULAR MEETING AGENDA**

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Varrea South 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**

August 11, 2023

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 Regular Meeting on August 11, 2023 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2023-10, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
5. Consideration of Agreement to Install and Maintain Improvement in the County Right of Way [Boardwalk Maintenance Agreement]
6. Acceptance of Unaudited Financial Statements as of June 30, 2023
7. Approval of June 9, 2023 Regular Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Kutak Rock, LLP*
  - B. District Engineer: *Stantec Consulting Services, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: September 8, 2023 at 10:00 AM

**ATTENDEES:**

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

○ QUORUM CHECK

SEAT 1	RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOHN SNYDER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	BRIAN JANEK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	WILLIAM CONERLY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RYAN HOPPE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

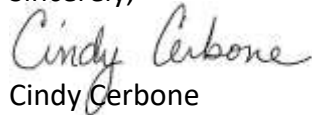
9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT CODE: 867 327 4756**

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

# Tampa Bay Times Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

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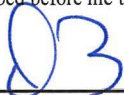
Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY24 Budget Public Hearing** was published in said newspaper by print in the issues of: **7/23/23, 7/30/23** or by publication on the newspaper's website, if authorized, on

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.



Signature Affiant

Sworn to and subscribed before me this **07/30/2023**



Signature of Notary Public

Personally known           X           or produced identification

Type of identification produced \_\_\_\_\_

## VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET(S); 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 August 11, 2023 at 10:00 a.m., at Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). 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, c/o Wrathell, Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0100 ("District Manager's Office"), during normal business hours, or by visiting the District's website at www.vareareasouthcdd.net.

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.

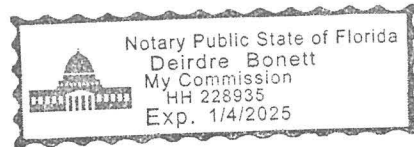
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 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.

Cindy Cerbone  
District Manager

July 23 and 30, 2023

0000297294



**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**RESOLUTION 2023-10**

**THE ANNUAL APPROPRIATION 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, 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 Varrea South Community Development District (“**District**”) proposed budget (“**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 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, 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 sum of \$2,156,230 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	\$1,551,426
DEBT SERVICE FUND – SERIES 2023	\$ 604,804
TOTAL ALL FUNDS	\$2,156,230

**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 11TH DAY OF AUGUST, 2023.**

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A**

Fiscal Year 2023/2024 Budget

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
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**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Landowner contribution	\$ 103,540	\$ 19,155	\$ 83,819	\$ 102,974	\$ 1,551,426
Total revenues	103,540	19,155	83,819	102,974	1,551,426
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	10,000	38,000	48,000	48,000
Legal	25,000	1,985	23,015	25,000	25,000
Engineering	3,500	-	3,500	3,500	3,500
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	750	-	750	750	1,500
Dissemination agent**	1,000	-	1,000	1,000	2,000
Trustee***	5,500	-	5,500	5,500	11,000
Telephone	200	83	117	200	200
Postage	500	9	491	500	500
Printing & binding	500	208	292	500	500
Legal advertising	6,500	1,594	4,906	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,375	-	5,375	5,913
Contingencies/bank charges	500	128	372	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Tax collector	-	-	-	-	54,300
Total professional & administrative	103,540	20,472	82,943	103,415	165,503
<b>Field operations</b>					
Property insurance					50,000
Field operations management	-	-	-	-	53,712
Landscape maintenance	-	-	-	-	350,000
Landscape replacement	-	-	-	-	150,000
Mulch replacement	-	-	-	-	75,000
Streetlights	-	-	-	-	195,471
Fountains	-	-	-	-	6,000
Fountains electric	-	-	-	-	24,000
Ponds	-	-	-	-	30,240
Entrance monuments	-	-	-	-	24,000
Amenity Center	-	-	-	-	320,000
Reclaim Water	-	-	-	-	12,500
Electric non fountain & streetlights	-	-	-	-	40,000
Other/misc.	-	-	-	-	55,000
Total field operations	-	-	-	-	1,385,923
Total expenditures	103,540	20,472	82,943	103,415	1,551,426

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Net increase/(decrease) of fund balance	-	(1,317)	876	(441)	-
Fund balance - beginning (unaudited)	-	441	(876)	441	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (876)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*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.

Professional & administrative	165,503
Number of Units	744
Professional & administrative per unit	<u>222.45</u>
Field operations	1,385,923
Number of Units	744
Field operations per unit	<u>1,862.80</u>
<b>Total expenditures per unit</b>	<b><u>2,085.25</u></b>

**VARREA SOUTH  
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	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	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<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	11,000
<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, 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	5,913
<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	705
ADA compliance	210
Tax collector	54,300
<b>Field operations</b>	
Property insurance	50,000
Field operations management	53,712
Landscape maintenance	350,000
Landscape replacement	150,000



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

Mulch replacement	75,000
Streetlights	195,471
Fountains	6,000
Fountains electric	24,000
Ponds	30,240
Entrance monuments	24,000
Amenity Center	320,000
Reclaim Water	12,500
Electric non fountain & streetlights	40,000
Other/misc.	55,000
<b>Total expenditures</b>	<u><u>\$1,551,426</u></u>

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Revenue & Expenditures	
<b>REVENUES</b>					
Special assessment - on-roll	\$ -				\$ 333,444
Allowable discounts (4%)	-				(13,338)
Assessment levy: net	-	\$ -	\$ -	\$ -	320,106
Special assessment: off-roll	-		227,597	227,597	284,346
Total revenues	-	-	227,597	227,597	604,452
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	135,000
Interest	-	-	-	-	456,466
Total debt service	-	-	-	-	591,466
<b>Other fees &amp; charges</b>					
Costs of issuance	-	-	173,780	173,780	-
Underwriter's discount	-	-	141,920	141,920	-
Tax collector	-	-	-	-	13,338
Total other fees & charges	-	-	315,700	315,700	13,338
Total expenditures	-	-	315,700	315,700	604,804
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(88,103)	(88,103)	(352)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	689,933	689,933	-
Original issue discount	-	-	(78,675)	(78,675)	-
Total other financing sources/(uses)	-	-	611,258	611,258	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	523,155	523,155	(352)
Beginning fund balance (unaudited)	-	-	-	-	523,155
Ending fund balance (projected)	\$ -	\$ -	\$ 523,155	\$ 523,155	522,803
Use of fund balance:					
Debt service reserve account balance (required)					(295,558)
Principal and Interest expense - November 1, 2024					(226,000)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 1,245</u>

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
					8,870,000.00
11/01/23			227,597.26	227,597.26	8,870,000.00
05/01/24	135,000.00	4.250%	228,868.75	363,868.75	8,735,000.00
11/01/24			226,000.00	226,000.00	8,735,000.00
05/01/25	140,000.00	4.250%	226,000.00	366,000.00	8,595,000.00
11/01/25			223,025.00	223,025.00	8,595,000.00
05/01/26	145,000.00	4.250%	223,025.00	368,025.00	8,450,000.00
11/01/26			219,943.75	219,943.75	8,450,000.00
05/01/27	150,000.00	4.250%	219,943.75	369,943.75	8,300,000.00
11/01/27			216,756.25	216,756.25	8,300,000.00
05/01/28	160,000.00	4.250%	216,756.25	376,756.25	8,140,000.00
11/01/28			213,356.25	213,356.25	8,140,000.00
05/01/29	165,000.00	4.250%	213,356.25	378,356.25	7,975,000.00
11/01/29			209,850.00	209,850.00	7,975,000.00
05/01/30	175,000.00	4.250%	209,850.00	384,850.00	7,800,000.00
11/01/30			206,131.25	206,131.25	7,800,000.00
05/01/31	180,000.00	5.125%	206,131.25	386,131.25	7,620,000.00
11/01/31			201,518.75	201,518.75	7,620,000.00
05/01/32	190,000.00	5.125%	201,518.75	391,518.75	7,430,000.00
11/01/32			196,650.00	196,650.00	7,430,000.00
05/01/33	200,000.00	5.125%	196,650.00	396,650.00	7,230,000.00
11/01/33			191,525.00	191,525.00	7,230,000.00
05/01/34	210,000.00	5.125%	191,525.00	401,525.00	7,020,000.00
11/01/34			186,143.75	186,143.75	7,020,000.00
05/01/35	220,000.00	5.125%	186,143.75	406,143.75	6,800,000.00
11/01/35			180,506.25	180,506.25	6,800,000.00
05/01/36	235,000.00	5.125%	180,506.25	415,506.25	6,565,000.00
11/01/36			174,484.38	174,484.38	6,565,000.00
05/01/37	245,000.00	5.125%	174,484.38	419,484.38	6,320,000.00
11/01/37			168,206.25	168,206.25	6,320,000.00
05/01/38	260,000.00	5.125%	168,206.25	428,206.25	6,060,000.00
11/01/38			161,543.75	161,543.75	6,060,000.00
05/01/39	270,000.00	5.125%	161,543.75	431,543.75	5,790,000.00
11/01/39			154,625.00	154,625.00	5,790,000.00
05/01/40	285,000.00	5.125%	154,625.00	439,625.00	5,505,000.00
11/01/40			147,321.88	147,321.88	5,505,000.00
05/01/41	300,000.00	5.125%	147,321.88	447,321.88	5,205,000.00
11/01/41			139,634.38	139,634.38	5,205,000.00
05/01/42	320,000.00	5.125%	139,634.38	459,634.38	4,885,000.00
11/01/42			131,434.38	131,434.38	4,885,000.00
05/01/43	335,000.00	5.125%	131,434.38	466,434.38	4,550,000.00
11/01/43			122,850.00	122,850.00	4,550,000.00
05/01/44	355,000.00	5.400%	122,850.00	477,850.00	4,195,000.00
11/01/44			113,265.00	113,265.00	4,195,000.00
05/01/45	370,000.00	5.400%	113,265.00	483,265.00	3,825,000.00
11/01/45			103,275.00	103,275.00	3,825,000.00
05/01/46	395,000.00	5.400%	103,275.00	498,275.00	3,430,000.00
11/01/46			92,610.00	92,610.00	3,430,000.00
05/01/47	415,000.00	5.400%	92,610.00	507,610.00	3,015,000.00
11/01/47			81,405.00	81,405.00	3,015,000.00

**VARREA SOUTH  
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	435,000.00	5.400%	81,405.00	516,405.00	2,580,000.00
11/01/48			69,660.00	69,660.00	2,580,000.00
05/01/49	460,000.00	5.400%	69,660.00	529,660.00	2,120,000.00
11/01/49			57,240.00	57,240.00	2,120,000.00
05/01/50	485,000.00	5.400%	57,240.00	542,240.00	1,635,000.00
11/01/20			44,145.00	44,145.00	1,635,000.00
05/01/51	515,000.00	5.400%	44,145.00	559,145.00	1,120,000.00
11/01/51			30,240.00	30,240.00	1,120,000.00
05/01/52	545,000.00	5.400%	30,240.00	575,240.00	575,000.00
11/01/52			15,525.00	15,525.00	575,000.00
05/01/53	575,000.00	5.400%	15,525.00	590,525.00	-
<b>Total</b>	<b>8,870,000.00</b>		<b>9,014,208.51</b>	<b>17,884,208.51</b>	

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

**Landowner Contribution GF and On-Roll Assessments DSF**

<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>
<b>Assessment Area One</b>					
TH 20'	113	Contribution	\$ 706.45	\$ 706.45	n/a
PV 35'	24	Contribution	1,236.29	1,236.29	n/a
SF 40'	38	Contribution	1,412.90	1,412.90	n/a
SF 50'	46	Contribution	1,766.13	1,766.13	n/a
SF 60'	42	Contribution	2,119.35	2,119.35	n/a
<b>Total</b>	<b>263</b>				

**Landowner Contribution GF and Off-Roll Assessments DSF**

<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>
<b>Assessment Area One</b>					
TH 20'	-	Contribution	\$ 649.93	\$ 649.93	n/a
PV 35'	38	Contribution	\$ 1,137.38	\$ 1,137.38	n/a
SF 40'	48	Contribution	1,299.87	1,299.87	n/a
SF 50'	110	Contribution	1,624.84	1,624.84	n/a
SF 60'	-	Contribution	1,949.80	1,949.80	n/a
<b>Total</b>	<b>196</b>				

**Landowner Contribution GF**

<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>
<b>Future Assessment Area(s)</b>					
PV 35'	52	Contribution	\$ -	\$ -	n/a
SF 40'	12	Contribution	-	-	n/a
SF 50'	161	Contribution	-	-	n/a
SF 60'	60	Contribution	-	-	n/a
<b>Total</b>	<b>285</b>				

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Plant City County, Florida ("**District**"), and

**D.R. Horton, Inc.**, a Florida corporation and the developer of the lands in the District ("**Developer**") with a mailing address of 12602 Telecom Drive, Suite 200, Tampa, Florida 33637.

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Plant City, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024 Budget**"); and

**WHEREAS**, this Fiscal Year 2023/2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

**WHEREAS**, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2023/2024 Budget" in the public records of the City of Plant City County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2023/2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder.



In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

**3. ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

**4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between 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.

**5. 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**6. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right

of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** 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. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

*[signatures appear on the following page]*

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

Attest:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**D.R. HORTON, INC.,**  
a Florida Corporation

\_\_\_\_\_  
Witness

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

- EXHIBIT A:** Property Description
- EXHIBIT B:** Fiscal Year 2023/2024 Budget

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

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Prepared by and Return to:  
Hillsborough County Public Works Department  
601 E. Kennedy Blvd., 22<sup>nd</sup> Floor  
Tampa, Florida 33602  
Attention: Director

Folio No.: 089741-0648

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN THE COUNTY  
RIGHT-OF-WAY**

This **AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN THE COUNTY RIGHT-OF-WAY** (“**Agreement**”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, with a mailing address of 601 E. Kennedy Blvd., Tampa, Florida 33602 (“**County**”), and VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Rd., Suite 410W, Boca Raton, Florida 33431 (“**Owner**”), hereafter together referred to as the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of certain real property located at 3775 Brookside Creek Drive in Hillsborough County, Florida, Folio No. 089741-0648 as more particularly described in **Exhibit “A”**, attached hereto and made a part hereof by reference (the “**Property**”); and

**WHEREAS**, the Owner will own and maintain certain common areas within the residential project known as “*Farm at Varrea*” on the Property (the “**Project**”); and

**WHEREAS**, in conjunction with the development of the Project, the County and the Owner have agreed that the Owner will install and maintain a pedestrian boardwalk (the “**Improvements**”) within County right-of-way (the “**Right-of-Way**”) as shown in **Exhibit “B”**, attached hereto and made a part hereof by reference; and

**WHEREAS**, the area for construction and maintenance of the Improvements is referred to herein as the “**Maintenance Area**”; and

**WHEREAS**, the County requires that the Owner be solely responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of such Improvements within the Maintenance Area, which commitments and covenants are more particularly set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, provisions, and other good and valuable consideration contained herein, the Parties agree as follows:

1. **RECITALS**. The above recitals are incorporated herein as if fully set forth in the body of this Agreement.
2. **RIGHT OF WAY USE PERMIT**. The Owner shall apply to the County for a right-of-way use permit (“**Permit**”) for the Improvements, and no construction of the Improvements may commence until such time as the Permit is issued by the County. Nothing in this Agreement shall entitle the Owner to favorable approval of the Permit or any other application. Any Permit issued for the Improvements shall be subject to the terms of this Agreement. Issuance of a Permit does not relieve the Owner from complying with all federal, state and local laws, rules, regulations and ordinances applicable to the Improvements. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant the Owner any ownership rights to any portion of the Maintenance Area or the Right-of-Way.
3. **PRIORITY OF COUNTY RIGHT-OF-WAY**. The Owner’s utilization of the County Right-of-Way is subordinate to and shall not be operated or maintained in such a manner as to interfere with, the County’s operation or maintenance of its right-of-way or property, including, but not limited to any road, stormwater or utility improvements located thereon.
4. **MAINTENANCE OF IMPROVEMENTS**. The Owner shall now and at all times henceforth be solely responsible for maintaining the Improvements and all costs associated therewith, consistent with this Agreement. Under the terms of this Agreement, the County shall not be responsible for maintaining or repairing any portion of the Improvements, now or at any time in the future. The Owner shall cause the Improvements to be operated and maintained in good condition and repair, and in compliance with the Permit, the approved design plans and specifications for the Improvements, and all applicable federal, state, and local laws, rules, ordinances and regulations. Such maintenance shall include but not be limited to:
  - a. Regular inspection for defects or damage and repair of defective or damaged components with materials from the approved design plans and specifications;
  - b. As-needed cleaning of the boardwalk surface for dirt, debris and algae;
  - c. Regular application of water sealant on clean and dry surfaces as per the approved design plans and specifications;
  - d. Timely responses to maintenance complaints;
  - e. In the event the condition of the Improvements creates a situation that threatens the health, safety or welfare of the public, to immediately take measures necessary to restore the Improvements to a safe condition and to notify the County of the same; and
  - f. Prompt notification to the County of any damage to County property or County right-of-way.

5. **INSPECTION.** The County has the right, but not the duty or obligation, to inspect the Improvements at any time. In the event Owner fails to construct or maintain the Improvements in good condition and in accordance with this Agreement or applicable laws and regulations, the County may give Owner written notice thereof and Owner shall be obligated to conduct such repair or maintenance and correct such deficiency within a reasonable period of time, as determined by the County in its sole discretion. In the event Owner fails to maintain the Improvements and correct any such deficiency within a reasonable time after such written notice by the County, then the County shall have the right, but not the obligation, to correct any such deficiency and Owner shall then reimburse the County for the County's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the County. The County's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the County. Furthermore, nothing herein operates to impose any obligation, responsibility or liability upon the County with respect to the construction, operation or maintenance of the Improvements under this Agreement, and the County's inspection or observations shall not relieve the Owner from constructing and maintaining the Improvements in accordance with all federal, state and local laws, rules, regulations and ordinances and this Agreement.
6. **SIGNAGE.** The Owner shall install permanent, weatherproof signage at each the entrance of the boardwalk stating that the boardwalk is maintained by Owner and providing the Owner's contact information for maintenance issues.
7. **DEFAULT.** Any default or inadequacy in Owner's performance under this Agreement, after written notice and sixty (60) days opportunity to cure, shall be deemed a violation of conditions of the County's approval of the Project and shall further entitle the County to terminate this Agreement and/or to pursue any remedy at law or in equity. In the event of damage to County property, County right-of-way, or any other property arising from Owner's activities, or the activities of anyone for whom Owner is responsible, under this Agreement, the Owner, at its sole cost and expense, must immediately undertake and complete repairs to said property or right-of-way.
8. **INSURANCE.** The Owner shall procure and maintain the following minimum amounts and types of insurance:
  - a. Workers' Compensation and Employer's Liability Insurance. These policies shall be in compliance with applicable worker's compensation and occupational disease statutes and shall include employer's liability. In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational disease is required under the employer's liability section of the policy. Minimum limit of \$100,000 per incident for employer's liability and occupational disease is required.
  - b. General Liability Insurance. This policy shall be comprehensive and shall include bodily injury and property damage of at least \$500,000 per occurrence.

c. Automobile Liability Insurance. This policy shall be comprehensive and shall include bodily injury and property damage covering all owned, non-owned, hired or leased vehicles used in connection with the performance of this Agreement. Minimum limits of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage are required.

The Owner shall furnish the County with certificates issued by the insurance company or companies issuing the insurance policies required by this provision prior to installation of the Improvements. Such certificates shall provide that written notice shall be given to the County at least thirty (30) days prior to any cancellation or material change in such policy. The Owner shall name the Hillsborough County Board of County Commissioners as an additional insured on all insurance policies required hereunder.

9. **INDEMNIFICATION**. To the extent allowed under Florida law, the Owner hereby agrees to defend, indemnify, release and hold harmless the County, the Board of County Commissioners, its agents, contractors and employees from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses, or liabilities incurred by or asserted against the County for any injury (including death) to persons or damage or destruction to property (including any and all fees, costs, or penalties incurred therein and thereby) to the extent such claims, actions, damages, expenses, losses, liabilities, fees, costs, or penalties arise out of or relate to the construction, installation, use, placement, or maintenance of the Improvements. The extent of this indemnification shall not be limited in any way to the amount or types of damages or compensation payable to the County on account of any insurance limits. The provisions of this paragraph shall survive the earlier termination of this Agreement.
10. **COVENANTS RUNNING WITH THE LAND**. The provisions of this Agreement shall constitute covenants running with the land on the Property or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, and their heirs, legal representatives, successors, and assigns. Owner declares that the Property described in this Agreement and any portion thereof shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by the County and its respective legal representatives, successors and assigns.
11. **DURATION**. The provisions, restrictions and covenants of this Agreement shall run with and bind the Property for a period of thirty (30) years from the date this Agreement is recorded in the Public Records of Hillsborough County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions and covenants is approved by the County and the Owner.



12. **RELATIONSHIP BETWEEN THE PARTIES.** Nothing contained in this Agreement shall in any way be construed to constitute the Owner, its officers, employees, agents, contractors or subcontractors, to be a representative, agent, contractor, subcontractor or employee of the County, or shall be construed as creating a partnership, joint venture or other such relationship as between the Parties.

13. **LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR SERVICES CONTRACTS**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Owner has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Owner is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Participant. As stated below, the Owner may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Participant is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Owner advice regarding its legal rights or obligations.

**IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

- i) \_\_\_\_\_ (telephone number),
- ii) \_\_\_\_\_ (email address),
- iii) \_\_\_\_\_ (mailing address)

If under this Agreement, the Owner is providing services and is acting on behalf of the Agreement as provided under Section 119.011(2), Florida Statutes, the Owner will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County 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.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except at authorized by law for the duration of the contract term and following completion of the Contract if the Owner does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the Owner or keep and maintain public records required by the County to perform the service. If the Owner transfers all public records to the County upon completion of the Agreement, the Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Owner keeps and maintains public records upon completion of the Agreement, the Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Owner to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

14. **MISCELLANEOUS.**

- (a) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- (b) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

- (c) Entire Agreement

This Agreement and the Exhibits hereto contains the final and entire agreement between the parties with respect to the encroachment, and is intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations or agreements, both written and oral. Neither the Owner nor the County shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any

provision of this Agreement shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.

(d) Multiple Counterparts

This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the Owner and the County shall bind said parties as if they had each executed the same counterpart.

(e) Severability

If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

(f) Survivability

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to termination.

(g) Headings

The headings used in this Agreement are for convenience only and are not intended to imply or restrict application.

(h) Authorization

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

(i) Notice

Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

If to the County: Hillsborough County  
Public Works Department  
601 E. Kennedy Boulevard, 22<sup>nd</sup> Floor  
Tampa, Florida 33602  
Attention: Director

If to Owner: Varrea South Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Rd., Suite 410W  
Boca Raton, Florida 33431

or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

(j) Equal Employment Opportunity; Non-Discrimination

The Owner shall comply with Hillsborough County, Florida – Code of Ordinance and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation or gender identity or expression, in employment, public accommodations, real estate transactions, County contracting and procurement activities, and credit extension practices.

The Owner shall also comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

(k) Regulatory Approvals

Nothing contained in this Agreement shall be interpreted or construed as authorizing or granting any zoning change, variance, permit, or other regulatory approval that may be required for the use and operation of the Improvements or the Property. Any such permits or approvals must be obtained by Owner through whatever process is required by applicable law. Nothing in this Agreement operates as a waiver of the County's regulatory authority.

15. **RECORDING.** The Owner shall be responsible for recording this Agreement within the Official Public Records of Hillsborough, County, Florida and shall provide a copy of said recorded Agreement to the County within 30 days of execution of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date and year first above written.

(Signatures on Following Pages)

**ATTEST:  
CINDY STUART  
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

BY: \_\_\_\_\_  
**DEPUTY CLERK**

BY: \_\_\_\_\_  
**CHAIR**

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY: \_\_\_\_\_  
Nancy Takemori, Sr. Assistant County  
Attorney

**Signed, sealed and delivered**

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

**in the presence of:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name Printed or Typed

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name Printed or Typed

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this *[date]* \_\_\_\_\_ by \_\_\_\_\_*[name]*, Chairman of the Varrea South Community Development District, a unit of special-purpose local government, on behalf of the District. He/she is personally known to me  or has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT “A”**

### **Legal Description**

Tract F, as identified on the plat entitled, “VARREA PHASE 1” and recorded in the Public Records of Hillsborough County, Florida at Plat Book 143, Pages 73-101.

**EXHIBIT “B”**  
**Maintenance Area**



**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2023**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund 2023	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,920	\$ -	\$ -	\$ 5,920
Investments				
Reserve	-	295,558	-	295,558
Construction	-	-	344,710	344,710
Cost of issuance	-	55,045	-	55,045
Undeposited funds	-	227,597	-	227,597
Due from Landowner	6,246	-	118	6,364
Total assets	<u>\$ 12,166</u>	<u>\$ 578,200</u>	<u>\$ 344,828</u>	<u>\$ 935,194</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 6,246	\$ -	\$ 118	\$ 6,364
Due to other	860	-	-	860
Due to Landowner	-	11,519	715	12,234
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,106</u>	<u>11,519</u>	<u>833</u>	<u>25,458</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	6,246	-	-	6,246
Unearned Revenue	-	227,597	-	227,597
Total deferred inflows of resources	<u>6,246</u>	<u>227,597</u>	<u>-</u>	<u>233,843</u>
Fund balances:				
Restricted for:				
Debt service	-	339,084	-	339,084
Capital projects	-	-	343,995	343,995
Unassigned	(7,186)	-	-	(7,186)
Total fund balances	<u>(7,186)</u>	<u>339,084</u>	<u>343,995</u>	<u>675,893</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 12,166</u>	<u>\$ 578,200</u>	<u>\$ 344,828</u>	<u>\$ 935,194</u>

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 6,916	\$ 30,113	\$ 103,540	29%
Total revenues	<u>6,916</u>	<u>30,113</u>	<u>103,540</u>	29%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	18,000	48,000	38%
Legal	2,104	10,931	25,000	44%
Engineering	-	-	3,500	0%
Audit*	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	83	1,000	8%
Trustee*	-	-	5,500	0%
Telephone	17	133	200	67%
Postage	-	9	500	2%
Printing & binding	42	333	500	67%
Legal advertising	-	1,594	6,500	25%
Annual special district fee	-	175	175	100%
Insurance	-	5,375	5,500	98%
Contingencies/bank charges	21	192	500	38%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>6,267</u>	<u>37,740</u>	<u>103,540</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	649	(7,627)	-	
Fund balances - beginning	(7,835)	441	-	
Fund balances - ending	<u>\$ (7,186)</u>	<u>\$ (7,186)</u>	<u>\$ -</u>	

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

**VARREA SOUTH  
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	-	124,096
Total debt service	<u>-</u>	<u>124,096</u>
 <b>Other fees &amp; charges</b>		
Underwriter's discount	-	(141,920)
Original Issue discount	-	(78,675)
Bond proceeds	-	689,933
Total other fees and charges	<u>-</u>	<u>469,338</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	345,242
 Fund balances - beginning	339,084	(6,158)
Fund balances - ending	<u><u>\$ 339,084</u></u>	<u><u>\$ 339,084</u></u>

**VARREA SOUTH  
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 / Construction Costs	<u>118</u>	<u>7,836,073</u>
Total expenditures	<u>118</u>	<u>7,836,073</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (118)	 (7,836,073)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>-</u>	<u>8,180,068</u>
Total other financing sources/(uses)	<u>-</u>	<u>8,180,068</u>
 Net change in fund balances	 (118)	 343,995
Fund balances - beginning	<u>344,113</u>	<u>-</u>
Fund balances - ending	<u>\$ 343,995</u>	<u>\$ 343,995</u>

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

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The Board of Supervisors of the Varrea South Community Development District held a Regular Meeting on June 9, 2023 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

**Present at the meeting were:**

Ryan Zook	Chair
William Conerly	Assistant Secretary
Ryan Hoppe	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Tucker Mackie (via telephone)	District Counsel
Tonja Stewart (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 10:01 a.m. Supervisors Zook, Conerly and Hoppe were present in person. Supervisors Snyder and Janek were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2023-06, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date**

Mr. Kantarzhi presented Resolution 2023-06. She reviewed the proposed Fiscal Year 2024 budget, highlighting any line item increases, decreases and adjustments, compared to the



42 Fiscal Year 2023 budget, and explained the reasons for any changes. Expenses related to the  
 43 second bond issuance are reflected. Ms. Cerbone stated that the amount represents full  
 44 buildout for just the Varrea South CDD portion; it is understood that, at some point, there will  
 45 be Varrea South and North CDDs and plans are already underway for an Interlocal Agreement  
 46 regarding cost balancing. This budget will be Landowner-funded so, expenses are funded only  
 47 as they are incurred.

48 Discussion ensued regarding the \$54,300 "Tax collector" line item and the estimated  
 49 "Field operations" line items and amount.

50

51 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor,**  
 52 **Consideration of Resolution 2023-06, Approving a Proposed Budget for Fiscal**  
 53 **Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law**  
 54 **FOR August 11, 2023 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks**  
 55 **Blvd., Suite 200, Tampa, Florida 33610; Addressing Transmittal, Posting and**  
 56 **Publication Requirements; Addressing Severability; and Providing an Effective**  
 57 **Date, was adopted.**

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**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07,**  
**Relating to the Amendment of the Budget**  
**for the Fiscal Year Beginning October 1,**  
**2022 and Ending September 30, 2023; and**  
**Providing for an Effective Date**

66 Mr. Kantarzhi presented Resolution 2023-07. It is necessary to amend the Fiscal Year  
 67 2023 budget to add the Debt Service fund related to the Series 2023 bond issuance.

68

69 **On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor,**  
 70 **Resolution 2023-07, Relating to the Amendment of the Budget for the Fiscal**  
 71 **Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing**  
 72 **for an Effective Date, was adopted.**

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**FIFTH ORDER OF BUSINESS**

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

- 78 • **Consideration of Retention and Fee Agreement**

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**On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, engagement of Jere Earlywine/Kutak Rock LLP for District Counsel Services, was ratified, and the Kutak Rock Retention and Fee Agreement, was approved.**

**SIXTH ORDER OF BUSINESS**

**Ratification of Stantec Consulting Services, Inc., Work Authorization Number 2**

Mr. Kantarzhi presented Stantec Consulting Services, Inc., Work Authorization Number

2. This is related to the Boundary Amendment work.

**On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, Stantec Consulting Services, Inc., Work Authorization Number 2, was ratified.**

**SEVENTH ORDER OF BUSINESS**

**Ratification of the Acquisition of Phase 1 & Offsite Improvements**

Mr. Cerbone presented the Agreement for Acquisition of Phase 1 and Offsite Improvements.

Regarding the cost-share arrangement, Ms. Mackie stated that, generally, when an improvement that is described in a construction account as a benefit, the certain items private construction and the public infrastructure that the CDD is paying for are normally apportioned between the two entities, which seems to be the case for the stormwater management system.

Discussion ensued regarding the cost-share percentages and how the percentage splits are determined.

**On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, acquisition of the Phase 1 and Offsite Improvements, was ratified.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08, Ratifying, Confirming, and Approving the Sale of the Varrea South Community Development District Capital Improvement Revenue Bonds, Series 2023 (2023 Assessment Area); Ratifying, Confirming, and Approving the Actions of the**

118 Chairman, Vice Chairman, Treasurer,  
 119 Secretary, Assistant Secretaries, and All  
 120 District Staff Regarding the Sale and  
 121 Closing of the Bonds; Determining Such  
 122 Actions as Being in Accordance with the  
 123 Authorization Granted by the Board;  
 124 Providing a Severability Clause; and  
 125 Providing an Effective Date  
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127 Mr. Kantarzhi presented Resolution 2023-08 and read the title.

128

129 **On MOTION by Mr. Conerly and seconded by Mr. Zook, with all in favor, the**  
 130 **Resolution 2023-08, Ratifying, Confirming, and Approving the Sale of the**  
 131 **Varrea South Community Development District Capital Improvement Revenue**  
 132 **Bonds, Series 2023 (2023 Assessment Area); Ratifying, Confirming, and**  
 133 **Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary,**  
 134 **Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the**  
 135 **Bonds; Determining Such Actions as Being in Accordance with the**  
 136 **Authorization Granted by the Board; Providing a Severability Clause; and**  
 137 **Providing an Effective Date, was adopted.**

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140 **NINTH ORDER OF BUSINESS**

141 **Consideration of Resolution 2023-09,**  
 142 **Designating Dates, Times and Locations for**  
 143 **Regular Meetings of the Board of**  
 144 **Supervisors of the District for Fiscal Year**  
 145 **2023/2024 and Providing for an Effective**  
 146 **Date**

147 Mr. Kantarzhi presented Resolution 2023-09.

148

149 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the**  
 150 **Resolution 2023-09, Designating Dates, Times and Locations for Regular**  
 151 **Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024**  
 152 **and Providing for an Effective Date, adopted.**

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155 **TENTH ORDER OF BUSINESS**

156 **Acceptance of Unaudited Financial**  
 157 **Statements as of April 30, 2023**

158 Mr. Kantarzhi presented the Unaudited Financial Statements as of April 30, 2023.

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**On MOTION by Mr. Hoppe and seconded by Mr. Zook, with all in favor, the Unaudited Financial Statements as of April 15, 2023, were accepted.**

**ELEVENTH ORDER OF BUSINESS** **Approval of January 13, 2023 Regular Meeting Minutes**

**On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, the January 13, 2023 Regular Meeting Minutes, as amended, were approved.**

**TWELFTH ORDER OF BUSINESS** **Staff Reports**

**A. District Counsel: KE Law Group, PLLC**

Ms. Mackie stated the Boundary Amendment petition is in final form and will be filed.

**B. District Engineer: Stantec Consulting Services, Inc.**

There was no report.

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

- **0 Registered Voters in District as of April 15, 2023**
- **NEXT MEETING DATE: July 14, 2023 at 10:00 A.M.**
  - **QUORUM CHECK**

The next meeting will be on July 14, 2023, unless cancelled.

**THIRTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**FOURTEENTH ORDER OF BUSINESS** **Public Comments**

There were no public comments.

**FIFTEENTH ORDER OF BUSINESS** **Adjournment**

**On MOTION by Mr. Zook and seconded by Mr. Conerly, with all in favor, the meeting adjourned at 10:21 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**VARREA SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

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

**LOCATION**

*Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 14, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>November 1, 2022</b>	<b>Landowners' Meeting</b>	<b>10:00 AM</b>
<b>November 11, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 9, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 13, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 10, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 10, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 14, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 12, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 9, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 14, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 11, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 8, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>