

VARREA SOUTH
COMMUNITY DEVELOPMENT
DISTRICT
June 5, 2024
BOARD OF SUPERVISORS
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

May 29, 2024

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 Regular Meeting on June 5, 2024 at 9:00 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. Acceptance of Resignation of William Conerly (Seat 4): *Term Expires November 2026*
4. Consider Appointment to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office *(the following will also be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2024-02, Authorizing the Chairperson to Take the Necessary Actions to Award Certain Contracts, Agreements and Other Documents; and Providing an Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
9. Consideration of Resolution 2024-05, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
10. Consideration of Amenity Facilities Related Items
 - A. Acquisition of Amenity Center Improvements
 - B. Britton Air, Inc. HVAC Maintenance Agreement Quote
 - C. Protective Security Service, LLC Agreement for the Provision of Security Services
 - D. Resolution 2024-06, Adopting Interim Joint Rules and Policies Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District; Providing a Severability Clause; and Providing an Effective Date
 - E. Resolution 2024-07, Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Joint Rules, Policies, and Fees Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District;
 - I. Joint Rules, Policies, and Fees Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District
 - II. Notices of Rule Development and Rulemaking
 - F. Resolution 2024-08, Approving an Amenity Facility Use Agreement between the District and HOA for Special Events
 - I. Amenity Facility Use Agreement between District and HOA for Special Events
11. Consideration of Phase 2B and 6A Financing Items

- A. Presentation of Engineer's Report
 - B. Presentation of Special Assessment Methodology Report
 - C. Resolution 2024-09, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall Be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution
 - D. Resolution 2024-10, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District in Accordance with Chapters 170, 190 and 197, Florida Statutes
12. Ratification Items
- A. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
 - B. Florida Fountains & Equipment, LLC Items
 - I. Agreement for Quarterly Fountain Maintenance Services
 - II. Estimate 2024-21
 - C. RP Property Preservation Agreement Regarding the Provision of Monument Fountain Cleaning Services
 - D. Spilt Milk Cleaning Services LLC Addendum to Proposal for Trash Maintenance Services Agreement
 - E. Tampa Wash Bros LLC Addendum to Proposal for Cleaning Services
 - F. Bad Boar Trapping & Outfitters LLC Hog Removal Services Agreement
13. Acceptance of Unaudited Financial Statements as of April 30, 2024
14. Approval of Minutes
- A. December 1, 2023 Public Meeting [Public Opening of Landscape and Irrigation Maintenance Services RFP Proposal Packages]
 - B. December 8, 2023 Regular Meeting

15. Staff Reports

- A. District Counsel: *Kutak Rock, LLP*
- B. District Engineer: *Stantec Consulting Services, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 201 Registered Voters in District as of April 15, 2024
 - Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - NEXT MEETING DATE: July 12, 2024 at 10:00 AM
 - 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		<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

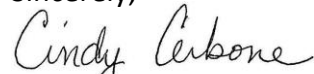
16. Board Members' Comments/Requests

17. Public Comments

18. 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

3

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Varrea South Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: WILLIAM CONERLY
Printed Name

Date: MAY 22, 2024
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Varrea South Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☒ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

William Conerly
Signature

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4A

Daphne Gillyard

From: Kutak Rock Development and Improvement Districts Group
<communications@kutakrock.com>
Sent: Friday, January 5, 2024 4:49 PM
To: Cindy Cerbone
Subject: Ethics Training 2024

You don't often get email from communications@kutakrock.com. [Learn why this is important](#)

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

SERVICES

NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



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The choice of a lawyer is an important decision and should not be based solely upon advertisements.

107 W College Ave, Tallahassee, Florida 32301



2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____ , by
whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

VARREA SOUTH

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT 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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective June 5, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of June 5, 2024:

William Conerly Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 5TH DAY OF JUNE, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VARREA SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CHAIRPERSON TO TAKE THE NECESSARY ACTIONS TO AWARD CERTAIN CONTRACTS, AGREEMENTS AND OTHER DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Varrea South Community Development District (“District”) was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District has a need to retain independent contractors to provide a variety of operational, maintenance, construction and other services within and around the District (“Services”); and

WHEREAS, the Board of Supervisors of the District (“Board”) finds it necessary, for the efficient conduct of District business, that certain contracts, agreements and other documents, that do not exceed Twenty-Five Thousand Dollars (\$25,000), by and between the District and any contractor be processed in a timely fashion; and

WHEREAS, in order to expedite District business matters, the Board desires to authorize and delegate the necessary authority to the District Chairperson to review the proposals for Services and award contracts for Services to the most qualified contractors; and

WHEREAS, any contracts, agreements or other documents executed by the District Chairperson will be brought before the Board at its next regularly scheduled meeting for ratification purposes; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety and welfare of the residents within the District; and the preservation of the District assets and liabilities.

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

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby authorizes and delegates authority to the District Chairperson to take all actions necessary in order to award and execute contracts, agreements or other documents related to the engagement of contractors for Services; provided however, that the amounts of such contracts, agreements or other documents do not exceed Twenty-Five Thousand Dollars (\$25,000). Any contracts, agreements or other documents related to engagement of contractors for Services that exceeds that amount shall be submitted to the Board for consideration at a regularly scheduled and publicly noticed Board meeting.

SECTION 3. Any such contracts, agreements and other documents executed by the District Chairperson shall be ratified by the Board at its next publicly noticed meeting.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of June, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VARREA SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Varrea South Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: 10:00 a.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 5TH DAY OF JUNE, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
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**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 413,958
Allowable discounts (4%)	-				(16,558)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	397,400
Assessment levy: off-roll	-	-	-	-	696,520
Landowner contribution	\$ 1,551,426	\$ 173,213	\$ 1,170,551	\$ 1,343,764	\$ 461,000
Interest	-	-	-	-	-
Total revenues	1,551,426	173,213	1,170,551	1,343,764	1,554,920
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	10,615	14,385	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*	1,500	-	1,000	1,000	1,500
Dissemination agent**	2,000	500	1,500	2,000	2,000
EMMA Software Services	-	1,000	-	1,000	1,000
Trustee***	11,000	-	5,500	5,500	11,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,159	5,341	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,913	5,590	-	5,590	6,149
Contingencies/bank charges	500	80	420	500	500
Website				-	
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Tax collector	54,300	-	-	-	16,558
Total professional & administrative	165,503	44,384	61,496	105,880	128,997

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
Field operations					
Property insurance	50,000	-	50,000	50,000	50,000
Field operations management	53,712	-	53,712	53,712	53,712
Landscape maintenance	350,000	42,894	307,106	350,000	350,000
Landscape replacement	150,000	9,426	140,574	150,000	150,000
Mulch replacement	75,000	-	75,000	75,000	75,000
Streetlights	195,471	8,813	186,658	195,471	195,471
Fountains	6,000	1,503	4,497	6,000	6,000
Fountains electric	24,000	-	24,000	24,000	24,000
Ponds	30,240	7,764	22,476	30,240	30,240
Entrance monuments	24,000	300	23,700	24,000	24,000
Amenity Center	320,000	448	160,000	160,448	160,000
Reclaim Water	12,500	7,441	5,059	12,500	12,500
Electric non fountain & streetlights	40,000	3,917	36,083	40,000	40,000
Other/misc.	55,000	4,284	55,000	59,284	255,000
Total field operations	<u>1,385,923</u>	<u>86,790</u>	<u>1,143,865</u>	<u>1,230,655</u>	<u>1,425,923</u>
Total expenditures	<u>1,551,426</u>	<u>131,174</u>	<u>1,205,361</u>	<u>1,336,535</u>	<u>1,554,920</u>
Net increase/(decrease) of fund balance	-	42,039	(34,810)	7,229	-
Fund balance - beginning (unaudited)	-	(7,229)	34,810	(7,229)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ 34,810</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.

**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	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 & Associates serves as dissemination agent.</p>	
EMMA Software Services	1,000
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	6,149
<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	
<p>Hosting & maintenance</p>	
	705
<p>ADA compliance</p>	
	210
Tax collector	16,558

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

Expenditures (continued)

Field operations

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	160,000
Reclaim Water	12,500
Electric non fountain & streetlights	40,000
Other/misc.	255,000

Total expenditures

\$ 1,554,920

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Special assessment - on-roll	\$ 333,444				\$ 333,444
Allowable discounts (4%)	(13,338)				(13,338)
Assessment levy: net	320,106	\$ 319,078	\$ 1,028	\$ 320,106	320,106
Special assessment: off-roll	284,346	142,173	142,173	284,346	284,346
Interest	-	12,108	-	12,108	-
Total revenues	604,452	473,359	143,201	616,560	604,452
EXPENDITURES					
Debt service					
Principal	135,000	-	135,000	135,000	140,000
Interest	456,466	227,597	228,869	456,466	452,000
Total debt service	591,466	227,597	363,869	591,466	592,000
Other fees & charges					
Tax collector	13,338	6,375	6,963	13,338	13,338
Total other fees & charges	13,338	6,375	6,963	13,338	13,338
Total expenditures	604,804	233,972	370,832	604,804	605,338
Excess/(deficiency) of revenues over/(under) expenditures	(352)	239,387	(227,631)	11,756	(886)
Fund balance:					
Net increase/(decrease) in fund balance	(352)	239,387	(227,631)	11,756	(886)
Beginning fund balance (unaudited)	523,155	516,929	756,316	516,929	528,685
Ending fund balance (projected)	\$ 522,803	\$ 756,316	\$ 528,685	\$ 528,685	527,799
Use of fund balance:					
Debt service reserve account balance (required)					(295,558)
Principal and Interest expense - November 1, 2025					(223,025)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 9,216

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	-
Total	8,870,000.00		9,014,208.51	17,884,208.51	

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Assessment Area One					
TH 20'	113	\$ 1,573.99	\$ 706.45	\$ 2,280.44	\$ 706.45
PV 35'	24	1,573.99	1,236.29	2,810.27	1,236.29
SF 40'	38	1,573.99	1,412.90	2,986.89	1,412.90
SF 50'	46	1,573.99	1,766.13	3,340.11	1,766.13
SF 60'	42	1,573.99	2,119.35	3,693.34	2,119.35
Total	263				

Off-Roll Assessments

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Assessment Area One					
TH 20'	-	\$ 1,448.07	\$ 649.93	\$ 2,098.00	\$ 649.93
PV 35'	38	1,448.07	1,137.38	2,585.45	1,137.38
SF 40'	48	1,448.07	1,299.87	2,747.94	1,299.87
SF 50'	110	1,448.07	1,624.84	3,072.90	1,624.84
SF 60'	-	1,448.07	1,949.80	3,397.87	1,949.80
Total	196				

Off-Roll Assessments

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Future Assessment Area(s)					
PV 35'	52	\$ 1,448.07	\$ -	\$ 1,448.07	n/a
SF 40'	12	1,448.07	-	1,448.07	n/a
SF 50'	161	1,448.07	-	1,448.07	n/a
SF 60'	60	1,448.07	-	1,448.07	n/a
Total	285				

VARREA SOUTH

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-04

A RESOLUTION OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR 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 entirely situated in Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity ("**DEO**"), a schedule of its regular meetings.

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

1. **ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District's Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.
2. **FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file this Resolution with DEO.
3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of June, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610</i>		
<i>¹Offices of D.R. Horton, 3501 Riga Blvd., Ste 100, Tampa, Florida 33619</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2024	Regular Meeting	10:00 AM
November 5, 2024 ¹	Landowners' Meeting	1:00 PM
November 8, 2024	Regular Meeting	10:00 AM
December 13, 2024	Regular Meeting	10:00 AM
January 10, 2025	Regular Meeting	10:00 AM
February 14, 2025	Regular Meeting	10:00 AM
March 14, 2025	Regular Meeting	10:00 AM
April 11, 2025	Regular Meeting	10:00 AM
May 9, 2025	Regular Meeting	10:00 AM
June 13, 2025	Regular Meeting	10:00 AM
July 11, 2025	Regular Meeting	10:00 AM
August 8, 2025	Regular Meeting	10:00 AM
September 12, 2025	Regular Meeting	10:00 AM

VARREA SOUTH

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, 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, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Ryan Zook	2024
2	John Snyder	2024
3	Brian Janek	2026
4		2026
5	Ryan Hoppe	2024

This year, Seat 1, currently held by Ryan Zook, Seat 2, currently held by John Snyder, and Seat 5, currently held by Ryan Hoppe, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 5th day of November, 2024, at 1:00 p.m., and located at the offices of D.R. Horton, 3501 Riga Blvd., Ste 100, Tampa, Florida 33619.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its June 5, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 777 S. Harbour Island Blvd., Suite 600, Tampa, Florida 33602 or at the office of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 5TH DAY OF JUNE, 2024.

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chair/Vice Chair, Board of Supervisors

Secretary/Assistant Secretary

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Varrea South Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 436.62 acres, in the City of Plant City, Hillsborough County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024
TIME: 1:00 p.m.
PLACE: D.R. Horton
3501 Riga Blvd., Ste 100
Tampa, Florida 33619

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **1:00 p.m.**

LOCATION: **D.R. Horton
3501 Riga Blvd., Ste 100
Tampa, Florida 33619**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Varrea South Community Development District to be held at the offices of D.R. Horton, 3501 Riga Blvd., Ste 100, Tampa, Florida 33619, on November 5, 2024, at 1:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 5, 2024

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Varrea South Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____

Signed: _____

Printed Name: _____

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10B



MECHANICAL CONTRACTOR

HVAC MAINTENANCE AGREEMENT QUOTE

Farm At Vera
3725 Charlie Taylor Rd
Plant City FL 33565

March 14, 2024

We are pleased for the opportunity to provide a HVAC Preventative Agreement.
This is based on your (3) Daikin Split Systems
Below are the maintenance services we intend to render.

Services

- 1) Check condenser coils, clean annually
- 2) Check evaporator coils (additional cost to remove to clean)
- 3) Check operating pressures
- 4) Check starting capabilities
- 5) Check blower components
- 6) Clean Condensate Drain
- 7) Chemical treatment to retard algae growth in drain pan and condensate pipe
- 8) Check for proper temperature difference across coils
- 9) Check all electrical connections
- 10) Check voltage and amperage on motors
- 11) Lubricate all moving parts where necessary
- 12) Check thermostat calibration
- 13) Supply and change air filters

Maintenance Cost per visit \$695.00

If you have a question, please contact us at (813) 977-0616. Please sign and fax/email back to us.

Fax: (813) 977-1122 or Email: joy@brittonair.com

Customer Signature: _____ Date: _____

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10C

**AGREEMENT BETWEEN THE VARREA SOUTH COMMUNITY DEVELOPMENT
DISTRICT AND PROTECTIVE SECURITY SERVICE, LLC FOR THE PROVISION
OF SECURITY SERVICES**

THIS AGREEMENT (“**Agreement**”) is made effective as of this ____ day of _____ 2024, 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 Hillsborough County, Florida, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

PROTECTIVE SECURITY SERVICE, LLC, a Florida limited liability company, whose address is 3709 Joe Sanchez Road, Plant City, Florida 33565 (the “**Contractor**,” and together with the District the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District owns, operates and maintains an amenity center, common areas, and other recreational facilities (together, the “**Facilities**”); and

WHEREAS, the District desires to retain an independent contractor to provide security services to the Facilities (the “**Services**”); and

WHEREAS, Contractor represents that it is qualified, willing, and able to provide the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the Parties warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide the labor and other related services necessary for the provision of the Services around the Facilities. Contractor agrees that the Services provided under this Agreement shall be in conformity with practices which are current in the security guard services industry. Contractor shall promptly provide a written report via e-mail to the District's Amenity Manager and the District Manager of all accidents or claims for damage relating to the Facilities, including, but not limited to, any damage or destruction of property, disruptive or threatening behavior, or other incidents that present a threat to the health, safety and welfare of the District's residents, landowners, or the general public, and shall make any and all reports necessary to document or otherwise required by any insurance company, law enforcement agency, and/or the District in connection therewith, on the day of such incident. Contractor shall additionally assist the District in establishing additional specifications, policies, and procedures related to security as they may be necessary. Upon request of the District, Contractor shall attend District meetings of its Board of Supervisors.

B. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the Parties and upon the written authorization of the District.

C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.

D. Contractor shall report directly to the District's Designee who shall be the District's Amenity Manager. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage and shall be responsible for the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours but only to the extent that any loss, liability, or expense is caused by the negligence, misconduct, or other fault of Contractor, its agents, or employees.

SECTION 3. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Thirty-Eight Dollars (\$38.00) per hour for twenty-five (25) hours per week for an amount not to exceed Three Thousand Eight Hundred Dollars (\$3,800.00) per month. The term of this Agreement shall be from the effective date of this Agreement through September 30, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. Optional Peak Schedule. The District and the Contractor agree that the scheduled hours may be increased to generally correspond with the increase in amenity usage that comes with peak usage during spring, summer, and holiday breaks. The District, in its sole discretion,

may implement an increased holiday schedule corresponding to high peak usage (“**Peak Schedule**”) of District facilities with additional hours to be determined. The hourly rates for the additional hours shall be the same as that already included in the Agreement. The District shall provide the Contractor at least 30 days’ notice of its intent to utilize the Peak Schedule, and the Contractor shall use good faith efforts to provide sufficient staffing for the Peak Schedule.

C. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the security of the Facilities placed thereon by any governmental authority having jurisdiction. Contractor shall promptly, and in no event less than forty-eight (48) hours, notify the District in writing of all such orders or requirements. If Contractor fails to so notify the District or fails to comply with any such notice or requirement within five (5) days after receipt thereof, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 5. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its staff, consultants, and supervisors shall be named as additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as

certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. NOTICES. All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be hand-delivered, mailed by Federal Express or First-Class Mail, postage prepaid, or delivered via e-mail with confirmation by the recipient, to the Parties, as follows:

If to Contractor: Protective Security Service, LLC
3709 Joe Sanchez Road
Plant City, Florida 33565
Attn: Stevie and Ana Carmack

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. Both 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, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or Contractor.

SECTION 13. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this

Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be void.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

SECTION 16. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide

thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 19. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 20. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Wrathell, Hunt & Associates, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1 (877) 276-0889, KANTARZHIA@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. 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.

SECTION 23. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

SECTION 24. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 25. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 26. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**PROTECTIVE SECURITY SERVICE,
LLC**, a Florida limited liability company

Witness

By: _____
Its: _____

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10D

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING INTERIM JOINT RULES AND POLICIES REGARDING AMENITY FACILITIES OF VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AND VARREA NORTH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Interim Joint Rules and Policies Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District*, attached hereto as **Exhibit A** for immediate use and application (“**Interim Rules**”); and

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

SECTION 1. The attached Interim Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Interim Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these Interim Rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of June, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Interim Rules

EXHIBIT A
INTERIM RULES

**INTERIM JOINT AMENITY FACILITIES RULES,
POLICIES AND FEES**

OF THE

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
AND
VARREA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Adopted _____, 2024

**INTERIM JOINT AMENITY FACILITY POLICIES:
Varrea South Community Development District
Varrea North Community Development District**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

EFFECTIVE DATE: [_____], 2024

In accordance with Chapter 190 of the Florida Statutes, the Boards of Supervisors of the Varrea South Community Development District and Varrea North Community Development District adopted the following interim rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

DEFINITIONS

"Access Card" – shall mean the identification card issued to Patrons.

"Amenity Facilities" or "Amenity" - shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the amenity center, a swimming pool, fitness center, playground, basketball court, and dog park together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Rules, Policies and Fees for the Amenity Facilities of the Districts, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by each respective District's Board.

"Annual User Fee" - shall mean the fee established by the Districts for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board" or "Boards" - shall mean Board of Supervisors of the Varrea South Community Development District and the Varrea North Community Development District. Each individually may be referred to herein as a "Board."

"Districts" - shall mean the Varrea South Community Development District and the Varrea North Community Development District, each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a "District."

"District Manager" - shall mean the professional management company with which each District has contracted to provide management services to the respective District.

"Guest" - shall mean any Non-Resident invited by a Patron to participate in the use of the Amenity Facilities.

"Non-Resident User" - shall mean any person or persons not currently residing in or owning property in a District who is paying the Annual User Fee to a District for the non-exclusive privilege to use the Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Non-Resident Users, and Renters who are eighteen (18) years of age or older.

"Property Owner" or "Resident" - shall mean that person or persons having fee simple ownership of property within a District.

"Renter" - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

PURPOSE

This document, jointly prepared and agreed to by the Boards, applies to all Patrons for the usage of all Amenity Facilities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Boards, the District Manager(s), the Amenity Manager(s) and Staff shall have full authority to enforce these Policies. However, each Board by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the applicable District and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies, when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each District may unilaterally update rules specific to Amenity Facilities solely within their respective boundaries.

ANNUAL USER FEE

The Annual User Fee for any Non-Resident User is identified in **Exhibit A** attached hereto. This payment must be paid in full at the time of completion of the Non-Resident User application. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by a District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by such Non-Resident User. Such fee may be increased, by action of the Boards, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. The use of the Amenity Facilities is not available for commercial purposes.

ACCESS CARDS

- (1) Patrons can use their Access Cards to gain access to the Amenity Facilities. Patrons will scan their Access Cards in the card reader in order to unlock the doors or access gate. Under no circumstance should a Patron provide an Access Card to another person to allow him or her to use the Amenity Facilities.

- (2) Each Patron family will receive two (2) Access Cards per lot (not per Patron) upon registration with the Amenity Managers.
- (3) Access Cards are the property of the Districts and are non-transferable except in accordance with the Policies.
- (4) All lost or stolen cards need to be reported immediately to the Amenity Manager. The charge to replace lost or stolen cards is identified in **Exhibit A** attached hereto. A Patron with a lost or stolen Access Card will be financially responsible for damages resulting from unreported loss or theft of the access card.

GUESTS

- (1) Patrons bringing a Guest(s) are responsible for any and all actions taken by such Guest(s). Violation by a Guest on any of these Policies could result in loss of that Patron's privileges. Guests must be accompanied by the Patron.
- (2) Guests must be accompanied by the Patron.
- (3) No more than two (2) persons per Patron are permitted as Guests to the Amenity Facilities at one time. For purposes of this limitation, Resident Patrons are limited to two (2) guests per homeowner (according to property appraiser records), Non-Resident User Patrons are limited to two (2) guests per Non-Resident User, and Renter Patrons are limited to two (2) guests per person named on the lease as the renter/tenant of the Resident's home.
- (4) Babysitters/caregivers are considered Guests and must provide a notarized written statement from the child's or children's parents or guardians authorizing custodial rights and proof of proper identification listing an emergency contact.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the Districts shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Property Owner's Amenity Facilities privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner.

- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the Districts. Property Owners are responsible for the behavior of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Boards may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with the Policies. Violation of the Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of Amenity Facility privileges with respect to the offending Patron or Guest.

The Boards reserves the right to amend, modify or delete, in part or in their entirety, these Policies when necessary, at duly-noticed Board meetings. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the Districts' rules and regulations, the Boards must hold duly-noticed public hearings on said rates and fees.

- (1) In order to enter and/or utilize the following Amenity Facilities, children under 18 years of age must be accompanied by a Patron or Guest who is 18 years of age or older unless specifically stated elsewhere in the Policies:

<u>Amenity Facility</u>	<u>Age of Minor Requiring Accompaniment</u>
Playgrounds/Tot Lot	Under 10 years of age
Basketball Facilities	Under 12 years of age
Pool and Water Slide Facilities	Under 14 years of age
Dog Park	Under 16 years of age
Fitness Center	Under 18 years of age. No entrance/use under 14 years of age. See "Fitness Center Policies" herein for further details.

- (2) Pets and Service Animals. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities (with the exception of the dog park). Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities

Act) must be kept on a leash at all times on property that is owned by a District other than the Dog Park, including, but not limited to the stormwater pond banks. As a point of clarity, animals whose sole function is to provide comfort or emotional support do not qualify as service animals.

- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Boards, Amenity Manager(s) and/or the District Manager(s) shall have full authority to enforce these policies.
- (6) Smoking of any kind using any device is not permitted at any Amenity Facility.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained or operated by a District or on any of the Amenity Facilities.
- (10) The Districts will not offer childcare services at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time.
- (12) Events/performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- (13) Alcoholic beverages are not permitted at any Amenity Facility.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation. Notwithstanding the foregoing, the District may authorize community events or limited use of District facilities which involve the provision of goods or services pursuant to a separate agreement.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities unless otherwise authorized pursuant to Florida law.

- (17) Amenity Managers reserve the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except fees that have been established by the Boards.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Portable grills of all kinds are prohibited at the Amenity Facilities.
- (21) The Amenity Facilities may not be rented or reserved by residents.

AMENITY FACILITY OPERATIONS

Hours: The Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the Amenity Manager.

Emergencies: After contacting 911, when appropriate, all emergencies and injuries must be reported to the office of the Amenity Manager (phone number 813-421-9898).

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of using the Amenity Facilities, assumes sole responsibility for his or her property. The Districts and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed or from any Amenity Facility, any property or furniture belonging to a District or its contractors without proper authorization from the Amenity Manager. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities or at any activity or function operated organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The Districts reserve the right to pursue

any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).

- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by a District or its contractors or who engages in any contest, game, function, exercise, competition or other activity operated organized, arranged or sponsored by a District or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the Districts, the Boards, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of a District or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against a District, a Board or staff, agents or employee of a District or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated organized, arranged or sponsored by a District or any other claim or matter in connection with any event operated organized, arranged or sponsored by a District, and fail to obtain judgment therein against a District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

GENERAL SWIMMING POOL RULES
NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK

- (1) Usage by children is subject to age accompaniment requirements set forth herein.
- (2) Guests must be accompanied by a Patron. Patrons are responsible for the conduct of their guests.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (4) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (5) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.

- (6) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (7) Showers are required before entering the pool.
- (8) Alcohol and glass containers are prohibited.
- (9) Food is prohibited on the pool deck area.
- (10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (11) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (12) Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (13) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (14) The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (16) Proper swim attire, swimsuits or board shorts, shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (19) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (20) Radio controlled watercraft are not allowed in the pool area.
- (21) Pool entrances must be kept clear at all times.
- (22) No swinging on ladders, fences or railings is allowed.

- (23) Pool furniture is not to be removed from the pool area.
- (24) Loud, profane or abusive language is absolutely prohibited.
- (25) No physical or verbal abuse will be tolerated.
- (26) Tobacco products are not allowed in the pool area.
- (27) Illegal drugs are not permitted.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
- (29) The pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by a Board.
- (30) Food, beverages, glass containers, and animals are prohibited in the pool.
- (31) Pets are generally prohibited. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the water in order to prevent a direct threat to the health of pool patrons.

SWIMMING POOL WATER SLIDE RULES

- (1) In addition to the rules set forth in this section, all General Swimming Pool Rules apply to water slide usage.
- (2) Usage by children is subject to age accompaniment requirements set forth herein.
- (3) Slide may not be used unless the slide gate is opened and the water slide dispatch and traffic control system ("Dispatch System") is functioning. Riders must wait for the green light indicated on the Dispatch System to indicate the rider is cleared to enter the slide surface. In addition to the Dispatch System, riders must follow all directions from District staff/personnel. Amenity Manager may request riders demonstrate their ability to swim prior to using the slide. Amenity Manager is authorized to direct the discontinued usage of the slide during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (4) Riders must be a minimum of 42 inches tall.
- (5) Riders must be 300 pounds or less.

- (6) Riders must be in good general health. Persons with heart or back conditions shall not ride. Pregnant women are strongly discouraged from using the slide and should consult with physician prior to using the slide.
- (7) Riders must be seated and wait for the attendant approval to start down the slide.
- (8) Riders must be in the proper riding position (lying on back, feet first, arms crossed or hands interlocked behind head, legs crossed at the ankles).
- (9) No standing or head first riding. No climbing or walking up the slide.
- (10) Only one rider may go down the slide at a time – No multiple or chain riding.
- (11) No life jackets, inner tubes, water wings, jewelry, cut off jeans or tee shirts or other “street clothes” are allowed – Proper swim wear is required.
- (12) No riders under the influence of alcohol or drugs are permitted.
- (13) Riders must exit the slide quickly and clear the plunge area completely prior to next rider.

SWIMMING POOL: POOLSIDE CABANA AND SEATING POLICY

All poolside cabana and seating are available on a first-come-first-service basis. Reservations are prohibited.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours or more as necessary so that remedial measures may be taken to ensure safe swimming conditions in accordance with Department of Health rules.
- (2) Parents/guardians should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) The playground is intended for use by children between the ages of 5-12 years old. Usage by children is subject to age accompaniment requirements set forth herein.

- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all trash brought to the playground. Food and glass containers are prohibited.
- (4) Do not use the play equipment when it is wet.
- (5) Wear proper footwear – no bare feet.
- (6) The use of profanity or disruptive behavior is absolutely prohibited.
- (7) Patrons and Guests who use the playground do so at their own risk.
- (8) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.
- (9) The playground's operating hours are to be established and posted by the Amenity Manager.
- (10) Failure to follow the above rules may result in restriction from use of the playground.

DOG PARK POLICIES

- (1) The park's operating hours are to be established and posted by the Amenity Manager.
- (2) The park is not staffed and shall be used at the user's own risk. The Districts are not responsible for injuries to visiting dogs, their owners, or others using the park. Voluntary use of the park evidences waiver of any claims against the Districts resulting from activities occurring at the park.
- (3) Usage by children is subject to age accompaniment requirements set forth herein.
- (4) Users of the park must dispose of trash in proper receptacle.
- (5) All dog handlers are responsible for the behavior of their dogs at all times.
- (6) Dogs must be leashed while entering and exiting dog park.
- (7) Dog waste must be cleaned up by handler immediately.
- (8) Handlers must be within dog park and supervising their dog with leash readily available.
- (9) Handlers must be at least 16 years of age.
- (10) Aggressive dogs must be removed immediately.

- (11) Dogs should be under voice control.
- (12) Dogs shall be up-to-date on vaccinations prior to entering the park, and shall have current rabies and applicable license tags clipped to their collars at all times
- (13) Handlers must immediately fill in any holes dug by their dogs.
- (14) Dogs in heat, with fleas, skin conditions, or are otherwise ill are not allowed in the park.
- (15) Limit two (2) dogs per dog handler.
- (16) Puppies under four months of age shall not enter the dog park.
- (17) Human or dog food inside the dog park is prohibited.
- (18) Dog toys are not permitted inside the dog park.
- (19) The dog park is designated a “No Smoking” area.

FITNESS CENTER POLICIES

Fitness Center is open all hours unless posted otherwise.

Eligible Users: Patrons and Guests eighteen (18) years of age and older are permitted to use the fitness center. No children under the age of eighteen (18) are allowed in the fitness center at any time, unless such child is at least fourteen (14), has their parent/guardian approval and satisfies the following steps: Children complete a fitness orientation with the Amenity Manager and an executed liability release is provided signed by the parent/guardian.

Smoking, Food and Beverage: Smoking of any kind and food (including chewing gum) is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

Please note the fitness center is an unattended facility, persons using the facility do so at their own risk. The Districts, staffs, and contractors are not responsible for any accidents, injuries, or lost, stolen, damaged, or misplaced items.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the fitness center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.

- (3) Use of personal trainers is permitted in the fitness center only per approval of and registration with the Amenity Manager.
- (4) Hand chalk is not permitted to be used in the fitness center.
- (5) Music playing devices are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear or jackets are permitted on the floor of the fitness center or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- (12) Pets are not permitted in the fitness center.

BASKETBALL COURT

All Patrons and Guests using the Basketball Court are expected to conduct themselves in a responsible, courteous and safe manner. Disregard or violation of the Policies and misuse or destruction of court equipment may result in the suspension or termination of court privileges. Guests may use the court only if accompanied by a Patron.

Please note that the court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the court are encouraged to consult with a physician prior to using the facility.

Policies:

- (1) Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Persons using the court must supply their own equipment.
- (3) The court is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the court.

- (4) Beverages are permitted at the court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the courts. Alcoholic beverages are not permitted on courts.
- (5) No chairs other than those provided by the Districts are permitted on the courts.

RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year, and a Patron or Guest may also be required to pay restitution for any property damage, if he or she (each a "**Violation**"):

- (1) Fails to abide by the Policies and Fees for the Amenity Facilities established and approved by the Boards.
- (2) Submits false information to a District or Amenity Manager.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Fails to pay fees owed to a District in a proper and timely manner.
- (6) Treats District supervisors, staff, facility management, contractors or other representatives or other Patrons in an unreasonable or abusive manner.
- (7) Engages in conduct that is improper or likely to endanger the health, welfare, safety, harmony or reputation of a District or its supervisors, staff, facility management, contractors, other representatives or other Patrons.
- (8) Damages or destroys District property.
- (9) As it relates to a Patron, such Patron's Guest(s) violates any of the above.

Administrative Reimbursement

Each Board may, in its discretion, require payment by a Patron of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by such District as a result of a Violation ("**Administrative Reimbursement**"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

Property Damage Reimbursement

If damage to District property occurred in connection with a Violation, the Patron or Guest who caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the Districts for the costs of cleaning, repairing, and/or replacing the property (“**Property Damage Reimbursement**”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

District Suspension and Termination Process

Jurisdiction Reciprocal

The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Board, District Manager, and/or Amenity Manager, in whose boundaries the incident occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District Staff or members of the public from attending a duly advertised public meeting of either District.

Removal Authority

Amenity Manager or its designee, such as onsite staff or personnel under contract with the Districts, if any, has the independent ability to remove any person from the Amenity Facilities if a Violation occurs, or if in his or her discretion, it is in the applicable District’s best interest to do so.

Process

In response to any Violation of the Policies, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a person’s privileges:

(1) **Initial Suspension.** The Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person’s access to the Amenity Facilities until a date not later than the next regularly scheduled meeting date of the Board of the District in which the Violation occurred that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the Policies violated, the time, date, and location of the next regular Board meeting where the person’s suspension will be presented to the applicable Board, and a statement that the person has a right to appear before such Board and offer testimony and evidence why the

suspension should be lifted. If the person is a minor, the letter shall be sent to the minor's parent or guardian's address.

(2) Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section (1) above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

(3) Suspension by the Board. Each Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined herein. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section (1) above, and the hearing shall be conducted in accordance with Section (2) above.

(4) Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the applicable Board otherwise, no suspension or termination will be lifted or expire until all

Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

(5) **Appeal of Board Suspension.** After the hearing held by the Board required by Section (2) above, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“**Appeal Request**”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section (2)(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered; instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

(6) **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the Districts have no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.

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

EXHIBIT A

Non-Resident User Fee	The annual Non-Resident User Fee is \$3,000, which amount shall automatically annually increase or decrease each year based upon the Districts' adopted budgets. The fee is to be paid annually and shall be split evenly between the Districts.
Access Card Replacement Fee	\$35.00
Administrative Reimbursement (related to violations of Rules)	\$500

EXHIBIT B
NON-RESIDENT USER APPLICATION

**Varrea South Community Development District
Varrea North Community Development District
NON-RESIDENT MEMBERSHIP APPLICATION**

Name: _____

Date of Birth: _____ Phone: _____

Social Security#: _____ Driver's License #(s): _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone # 1: _____ Cell Phone # 2: _____

Name of Company: _____

Position Held: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Marital Status: Married ☐ Single ☐

Name of Spouse: _____ Date of Birth: _____

Social Security #: _____ Driver's License #: _____

Spouse's Employment: _____

Position Held: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Children/Birthdates: _____

What prompted your interest in the Varrea Amenity Facilities?

☐ Annual Non-Resident Patron Fee: \$ _____

Please make checks payable to Varrea South Community Development District or Varrea North Community Development District.

Signature(s) of Applicant(s): _____

Date: _____

Applicant(s) acknowledges and agrees that by execution of this membership application that they shall be bound by all the terms and conditions of the Rules and Regulations of the Varrea South CDD, Varrea North CDD, and Joint Amenity Facility Policies, as currently in effect and as may be amended from time to time.

** Prices subject to change at any time, at the sole discretion of the District's Board of Supervisors.*

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10E

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING JOINT RULES, POLICIES, AND FEES REGARDING AMENITY FACILITIES OF VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AND VARREA NORTH COMMUNITY DEVELOPMENT DISTRICT; AND PROVIDING 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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

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

SECTION 1. A Public Hearing will be held to adopt Joint Rules, Policies, and Fees Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District on _____, 2024, at ____:____ __.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10E11

**NOTICE OF RULE DEVELOPMENT REGARDING
JOINT RULES, POLICIES, AND FEES REGARDING AMENITY FACILITIES OF
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AND
VARREA NORTH COMMUNITY DEVELOPMENT DISTRICT
AND**

RULES OF PROCEDURE OF THE OF VARREA NORTH COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, *Florida Statutes*, the Varrea North Community Development District (“**Varrea North**”) and the Varrea South Community Development District (“**Varrea South**” and, collectively with Varrea North, the “**Districts**”) hereby give notice of intention to adopt joint rules, policies, and fees regarding amenity facilities of the District and the Districts (“**Amenity Rules**”) and notice of Varrea North’s intention to adopt proposed Rules of Procedure (“**Rules of Procedure**”) (the Amenity Rules and the Rules of Procedure are collectively referred to herein as “**Rules**”).

The purpose and effect of the proposed Amenity Rules is to provide joint rules, policies, and fees for the use of the Districts’ amenity facilities. The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District. The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with Florida law.

The legal authority for the adoption of the proposed Rules includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes*. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.3146, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes*.

Publics hearing will be conducted on _____, 2024, at ____ a/p.m. at the _____. A copy of the proposed Rules may be obtained by contacting the District Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010.

District Managers
Varrea North Community Development District
Varrea South Community Development District

Run Date: _____, 2024

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

**NOTICE OF RULEMAKING REGARDING
JOINT RULES, POLICIES, AND FEES REGARDING AMENITY FACILITIES OF
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AND
VARREA NORTH COMMUNITY DEVELOPMENT DISTRICT
AND
RULES OF PROCEDURE OF THE OF VARREA NORTH COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Varrea North Community Development District (“**Varrea North**”) and the Varrea South Community Development District (“**Varrea South**” and, collectively with Varrea North, the “**Districts**”) hereby give notice of intention to adopt joint rules, policies, and fees regarding amenity facilities of the Districts (“**Amenity Rules**”) and notice of Varrea North’s intention to adopt proposed Rules of Procedure (“**Rules of Procedure**”) (the Amenity Rules and the Rules of Procedure are collectively referred to herein as “**Rules**”). Public hearings on the proposed Rules will be conducted by the Boards of Supervisors (“**Boards**”) of the Districts on _____, 2024, at ____ a/p.m. at the _____.

The public hearings will provide an opportunity for the public to address the proposed Rules. Prior notice of rule development was published in the _____ on _____, 2024.

The purpose and effect of the proposed Amenity Rules is to provide joint rules, policies, and fees for the use of the Districts’ amenity facilities. Proposed schedule of rates and fees is as follows:

Type	Rate
Annual User Fee (non-residents)	\$2,057.87
Replacement Access Card Fee	\$25.00
Administrative Reimbursement Fee (Related to Violations of Amenity Rules)	\$500.00

The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, competitive purchase including procedures under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services, and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules includes sections 190.011(5), 190.011(15), and 190.035, *Florida Statutes*. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.3146, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3),

190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes*.

A copy of the proposed Rules may be obtained by contacting the District Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("**District Manager's Office**").

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

The public hearings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisor or staff member will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication.

The public hearings may be continued to a date, time, and place to be specified on the record at the hearings. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these public hearings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Varrea North Community Development District
Varrea South Community Development District
District Managers

Run Date: _____, 2024

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10F

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING AN AMENITY FACILITY USE AGREEMENT BETWEEN THE DISTRICT AND HOA FOR SPECIAL EVENTS

WHEREAS, the Varrea South Community Development District (“the District”) was established pursuant to Chapter 190, *Florida Statutes* (“Act”) for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an amenity center and swimming pool, within the boundaries of the District (the “Amenity Facilities”); and

WHEREAS, the District and the _____ (“HOA”) have negotiated and jointly prepared a Non-Exclusive License Agreement Regarding the Use of the District’s Amenity Facilities (the “Amenity Facility Use Agreement”) attached to this Resolution as **Exhibit A**, and incorporated by reference as part of this Resolution; and

WHEREAS, the District’s Board of Supervisors wishes to take formal action to approve and provide for the execution of the Amenity Facility Use Agreement in substantially the same form as **Exhibit A** to provide for the HOA’s use of the District’s Amenity Facilities for special events.

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

1. RECITALS. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. AMENITY FACILITY USE AGREEMENT. The District hereby authorizes and approves the execution of the Amenity Facility Use Agreement by the Chairman and the delivery of the Amenity Facility Use Agreement in substantially the same form attached hereto as **Exhibit A** with such changes as shall be approved by the Chairman, with such execution to constitute conclusive evidence of the Chairman’s approval and the District’s approval of any changes therein from the form of the Amenity Facility Use Agreement attached hereto.

3. GENERAL AUTHORIZATION. The Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the

Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

4. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of June 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amenity Facility Use Agreement

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

10FI

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE VARREA
SOUTH COMMUNITY DEVELOPMENT DISTRICT AND _____,
REGARDING THE USE OF THE DISTRICT’S AMENITY FACILITIES**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, and with offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

_____, a Florida not-for-profit corporation, with an address of _____ (the “**Licensee**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an amenity center and swimming pool, within the boundaries of the District (the “**Amenity Facilities**”); and

WHEREAS, Licensee currently provides events for residents of the District and has asked the Board of Supervisors of the District for permission to provide such events at the Amenity Facilities (the “**Events**”); and

WHEREAS, the District has determined that providing Licensee with the ability to use the Amenity Facilities is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities; and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter the Amenity Facilities for the purposes of providing the Events, provided that such use does not impede the District’s operation of the Amenity Facilities as a public improvement and as further subject to the terms 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 is hereby acknowledged, the District and the Licensee agree as follows:

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

2. LICENSE. The District hereby grants and conveys to the Licensee a non-exclusive license to enter the Amenity Facilities in the manner determined by the District Manager or his/her on-site management designee for the purposes of providing the Events (the “**License**”).

3. HOURS AND AREA. Licensee shall coordinate Events directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Events in advance pursuant to the means and methods set forth by the District Manager and/or the on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Events may be provided.

4. USE OF AREA. Licensee shall not have exclusive use of the Amenity Facilities but shall have exclusive use of the designated portion or area of the Amenity Facilities for operation of the Events during the hours approved by District Manager. However, Licensee's use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

5. NO EVENTS WITH ALCOHOL. Licensee may not provide events which permit alcohol for consumption.

6. TERM. This Agreement shall commence upon the date and time first written above and shall continue in effect until terminated by either party hereto.

7. PROFESSIONAL JUDGMENT. Licensee represents it is qualified to provide the Events. Licensee shall maintain all required licenses to provide the Events, if any, and shall at all times exercise sound professional judgment in provision of the Events, including taking precautions for the safety of the Event participants. All Events shall be conducted in compliance with the District's rules and policies for the AmenityFacilities, as revised from time to time (the "Rules"), including those Rules that apply to Events with minors. The District shall in no way be responsible for the safety of any participant while taking part in the Events. Any and all waivers signed by Licensee's users or participants shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida not-for-profit corporation in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. CARE OF PROPERTY. The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Events to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's Amenity Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such reasonable repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees

to reimburse the District for any such reasonable repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. REVOCATION. The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

10. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. Licensee shall provide continuous proof of such insurance coverage to the District.

A. Policies required under this section shall name the District and its officers, supervisors, agents, and staff as additional insured on a primary, non-contributory basis.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

C. Licensee will indemnify, save, and hold the District and its officers, supervisors, agents, and staff harmless and shall defend the District and its officers, supervisors, agents, and staff from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

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

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

14. AMENDMENT. 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 to the Agreement.

15. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

17. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Varrea South Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. 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.

18. SEVERABILITY. Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

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

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

[LICENSEE]

By: _____

Print Name: _____

Title: _____

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

11A

**Varrea South
Community Development District**

Master Report of the District Engineer



Prepared for:
Board of Supervisors
Varrea South
Community Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

February 11, 2022



1.0 INTRODUCTION

The Varrea South Community Development District ("the District") encompasses approximately 436.62 acres within the City of Plant City, Florida. The District is located within Sections 11 & 14, Township 28, Range 22 and is vacant land with various abutting subdivisions. Specifically, the project is located south of Midway Road, west of Charlie Taylor Road, and north of Interstate 4.

See **Appendix A** for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The District was established effective September 16, 2020 by Ordinance 2020-20 of the City Commission of the City of Plant City, Florida for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities ("Capital Improvement Plan," or "CIP") planned for the development.

3.0 THE DEVELOPER AND DEVELOPMENT

D.R. Horton, Inc. ("Developer") is the project developer and is acquiring the project in phases from the landowners, Walton Acquisitions FL, LLC, WUSF 3 Harvest Grove N, LLC and WUSF 4 Harvest Grove S, LLC (together, "Selling Landowners"). The Developer plans to develop the project into a residential community with approximately 746 residential units. There is no commercial property anticipated to be within the District.

The possible major public improvements and community facilities include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, landscaping/hardscaping/irrigation, undergrounding of conduit, parks and recreation, environmental conservation, offsites, and professional work product.

The District is the southern portion of a larger development ("Varrea Development") known as Varrea. The northern portion of the Varrea Development is referred to as "Varrea North," which is expected to have its own community development district ("Varrea North CDD"). The Varrea North CDD is anticipated to include 1,184 residential homes. As shown in **Appendix B**, Varrea South includes Phases 1A, 1B, 1C, 2A, and 2B of the overall project, while Varrea North consists of Phases 3, 4, 5 and 6B.¹ The Developer

¹ NOTE: **Appendix D** includes the legal descriptions ("2022 Assessment Area") of Phases 1A, 1B, 1C, 2A and 2B because, due to the Developer's take-down schedule, the District intends to levy debt service special assessments in two separate proceedings. The 2022 Assessment Area, which is the first area upon which debt



anticipates developing Varrea South first, and then Varrea North, and expects that the District and Varrea North CDD will enter into a cost share agreement to share facilities in a manner such that debt assessments and operations and maintenance assessments are approximately the same, if not the same, across both CDDs. In anticipation of the preparation of the cost share agreement, this Report also includes estimated costs for the Varrea North CDD, but such costs are illustrative only and subject to change.

See **Appendix B** for a Concept Plan of the development. The following charts show the planned product types and land uses for the District:

Table 1 – Product Types

Phases	TH	PV	40's	50's Exp.	50's	60's	TOTAL
<i>Varrea South CDD</i>							
1A	0	2	1	0	5	21	29
1B	113	24	38	0	0	0	175
1C	0	0	0	0	44	17	61
2A	0	38	48	0	110	0	196
2B	0	52	12	0	70	38	172
6A	0	0	0	0	91	22	113
Totals	113	116	99	0	320	98	746
<i>Varrea North CDD</i>							
3	92	44	57	80	44	37	354
4	92	55	84	51	53	20	355
5	97	23	71	74	57	25	347
6B	25	0	66	33	4	0	128
Totals	306	122	278	238	158	82	1184

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The design criteria for the District's water management and control is regulated by the City of Plant City and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for

assessments will be levied, includes all of the planned lots for Phases 1A, 1B, 1C, 2A and 2B.



Varrea South CDD

Report of the District Engineer

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the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

Any excavated soil from the ponds is anticipated to remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank fill requirements, utility trench backfill, and filling and grading of public property.

The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of constructing the District improvements during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100-year storm event.

Water management area and control systems will be designed in accordance with the City of Plant City technical standards. The District is anticipated to own and maintain these facilities.

Off-site water management and control improvements include improvements associated with the District roadway improvements located outside the boundary of the District.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

4.2 WATER SUPPLY, SEWER, WASTEWATER & RECLAIM UTILITIES

The District is located within the City of Plant City Utilities service area which will provide water supply for potable water service and fire protection to the property, as well as sewer and wastewater management improvements. The water supply improvements are anticipated to include 8" looped water mains which will supply potable water and service and fire protection to the District. Similarly, the sewer and wastewater management improvements are anticipated to include an 8" gravity sanitary sewer system within the road rights of way and pumping stations that will connect to an existing



force main located north of the District. Also, the reclaimed water utility improvements will include a looped system to provide irrigation service.

The water supply systems will be designed in accordance with the City of Plant City technical standards. It is anticipated that the District will construct the potable water, wastewater and reclaim utilities and convey the utilities to the City of Plant City for ownership and maintenance.

Off-site improvements include a 10" force main extension, 12" water main extension, and 12" reclaimed water main extension which are all located outside the boundary of the District.

4.3 ROADS

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with the City of Plant City technical standards.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowners association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation and stormwater improvements behind such gated areas).

Off-site roadway improvements include driveway intersection and turn lane improvements located outside the boundary of the District.

4.4 HARDSCAPE/LANDSCAPE/IRRIGATION

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and roadway rights-of-way.

The City has distinct design criteria requirements for planting and irrigation design. Therefore this project will at a minimum meet those requirements but in most cases exceed the requirements with enhancements for the benefit of the community.

The irrigation system is separately metered. The common areas have their own individual system and meter, as does the amenity facility. Further, residents have their own individual irrigation systems.



All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in right-of-ways owned by the City will be maintained pursuant to a right-of-way agreement to be entered into with the County.

4.5 STREET LIGHTS / UNDERGROUNDING OF ELECTRICAL UTILITY LINES

The District intends to lease street lights through an agreement with TECO in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by TECO and not paid for by the District as part of the CIP.

4.6 PARKS AND RECREATIONAL FACILITIES

In conjunction with the construction of the CIP, the development of Varrea South is anticipated to include an amenity center, complete with a clubhouse, gym, pool, and other features, as well as parks and other common areas for the benefit of the community. These improvements may be funded, owned and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners' association for ownership, operation and maintenance. If owned by a homeowner's association, all such improvements would be considered common elements for the benefit of the District landowners.

4.7 ENVIRONMENTAL

Wetland, tree, and wildlife impacts related to the construction of the public improvements will require mitigation. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of these environmental mitigation area. These costs are included within the CIP.

4.8 OFF-SITE IMPROVEMENTS

As stated previously, force main, water main, and reclaimed water mains will be extended outside the boundary of the District to provide service to the District. As well, roadway entry intersection and turn lane improvements will also be required. The improvements are all part of the CIP.



4.9 PROFESSIONAL SERVICES

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

4.10 LAND ACQUISITION

As part of the CIP, the District will acquire land from the Developer necessary for development of the CIP, and at no cost to the District.

4.11 SYSTEM OF IMPROVEMENTS

The entire CIP acts as a system of improvements benefitting all lands within the District. As such, costs for each phase are based on the total costs of the overall CIP, allocated based on planned units for each phase. Further, as a practical matter, this means that any portion of the overall CIP may be funded from any bond issuance that is being used to finance any other portion of the CIP, provided that debt service assessments are fairly and reasonably allocated across all areas.

NOTE: There are no impact fees or similar fees or credits associated with any of the public improvements listed herein.

5.0 OPERATIONS

The following table shows who will finance, own and operate the various improvements of the CIP:

<u>Facility Description</u>	<u>Ownership</u>	<u>O&M Entity</u>
Stormwater Management	CDD	CDD
Utilities (Potable Water, Wastewater)	City	City
On-site Roadways	City	City
Hardscape/Landscape/Irrigation	CDD	CDD
Street Lighting		
Undergrounding of Conduit	CDD	CDD
Recreational Amenities	CDD	CDD
Environmental	CDD	CDD
Off-Site Improvements	County	County



6.0 PERMITTING

All necessary permits for the construction of the CIP have either been obtained or are reasonably expected to be obtained in due course, and include:

Submittal Type	Approval Date
Preliminary Plat Approval	2/26/2021
USACE Nationwide Permit	11/12/2020
Phase 1 Engineering Approval - Plant City	11/29/2021
Conceptual ERP Permit	9/27/2021
Phase 1 ERP Permit	10/27/2021
EPC Conceptual Wetland and Other Surface Water Impact Approval	12/6/2021
DOH Permit (FDEP Water Dry-line)	TBD
EPC Permit (FDEP Wastewater Dry-Line)	TBD

7.0 ESTIMATED CONSTRUCTION COSTS

See **Appendix C** for the Construction Cost Estimate of the public improvements and community facilities.

8.0 CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in Hillsborough County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The CIP will provide a benefit to all of the assessable property within the entire District in the amounts shown in **Appendix C**; and



- The assessable property within each phase of the District will receive a special benefit from the portion of the CIP applicable to such phase, and in the amounts shown in **Appendix C**.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

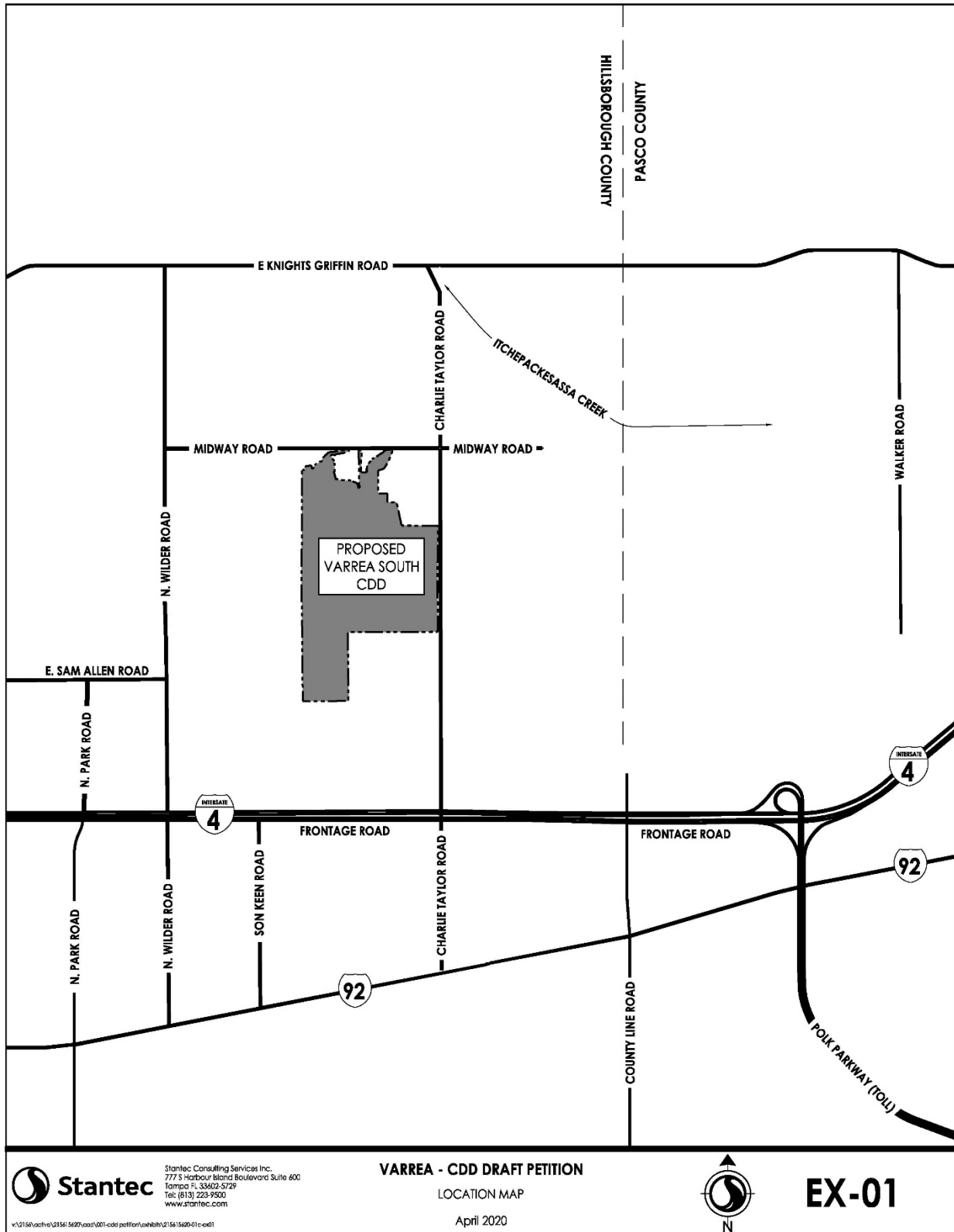
A handwritten signature in blue ink, appearing to read 'Tonja L. Stewart', written over a horizontal line.

Tonja L. Stewart, P.E.
Florida License No. 47704



Varrea South CDD
Report of the District Engineer
February 11, 2022

Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT





SKETCH AND DESCRIPTION – NOT A SURVEY

EXHIBIT A1

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



HAMILTON
ENGINEERING & SURVEYING, INC.

3406 W. LEMON STREET
Tampa, FL 33609

LB#7013

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

VARREA SOUTH CDD

SECT W/P R/O	JOB NUMBER	SCALE	DATE	SHEET
11&14-28-22	03544.0029	AS SHOWN	04-07-2020	1/5

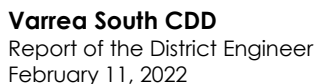
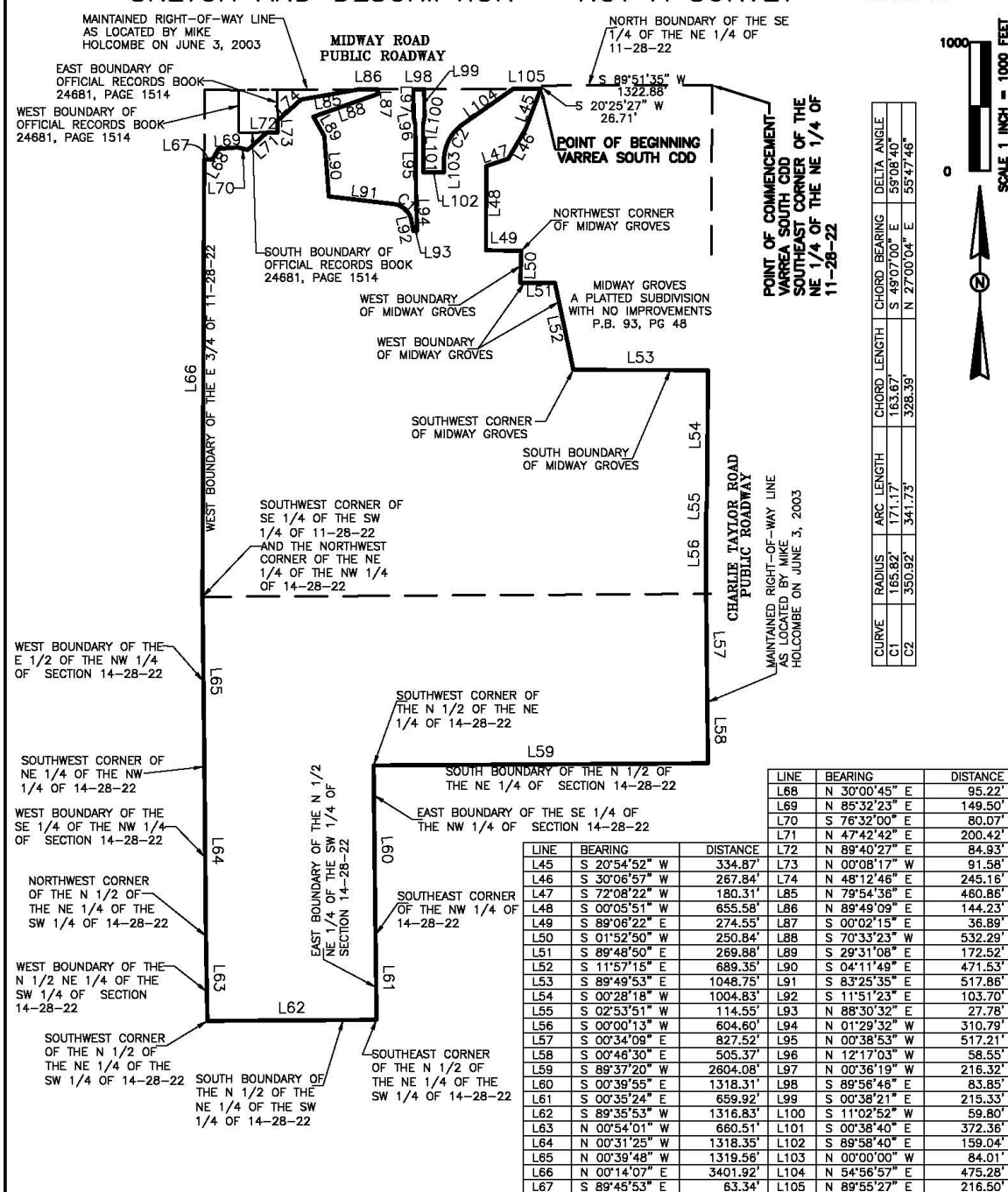


EXHIBIT A1



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

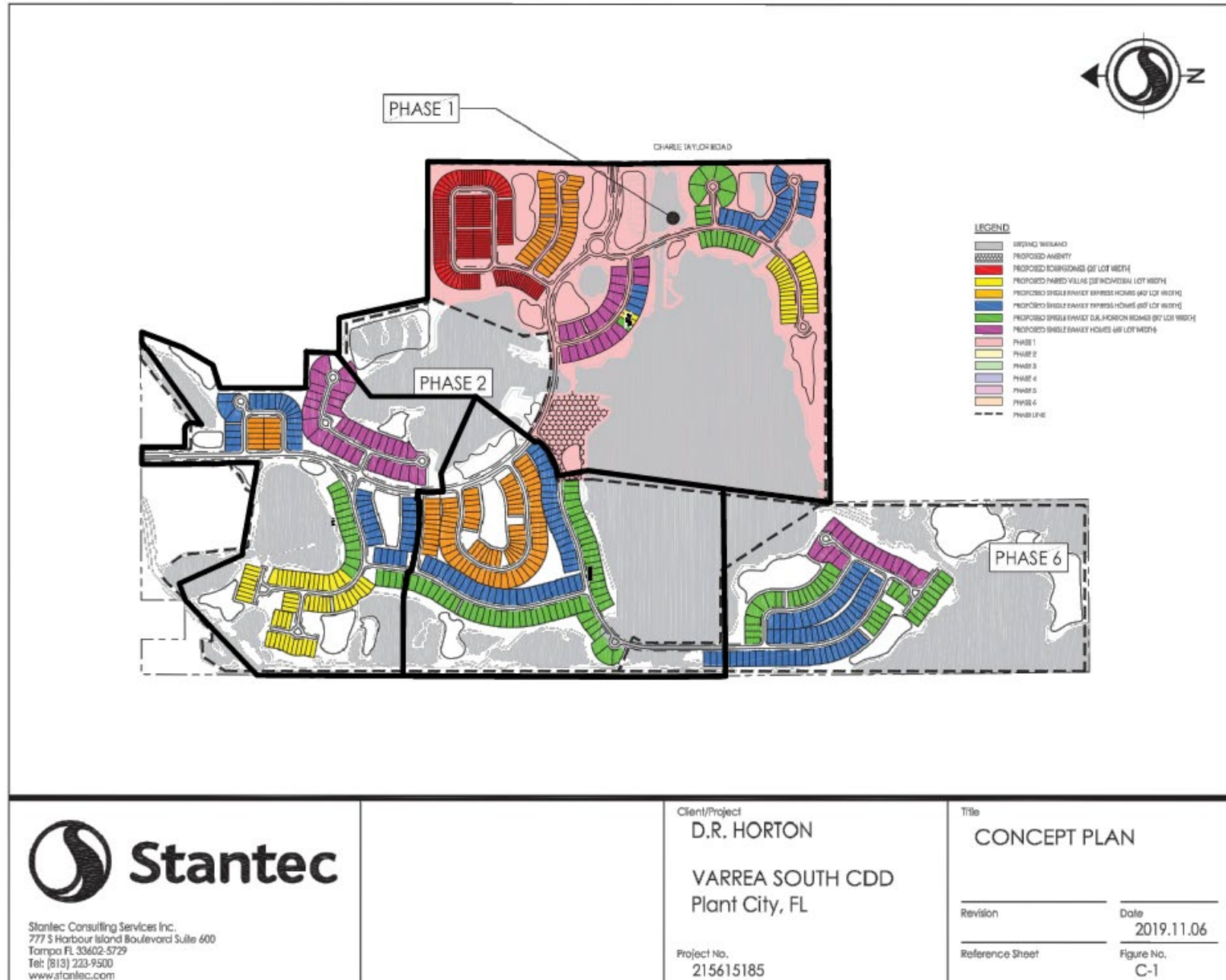
VARREA SOUTH CDD

SHEET
2/5



Varrea South CDD
Report of the District Engineer
February 11, 2022

Appendix B CONCEPT PLAN (SUBJECT TO CHANGE)





Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Varrea South – Cost Estimate

Improvement	Total Costs
Off-site Roadways	\$1,254,945
Off-site Utilities (Water, Wastewater, Reclaim)	\$3,418,220
On-site Roadways	\$4,458,965
Water, Wastewater, Reclaim	\$7,517,671
Stormwater Management	\$8,072,165
Hardscaping, Landscaping and Irrigation	\$2,000,000
Undergrounding of Conduit	\$300,000
Conservation Areas	
Amenities	\$3,388,108
Professional Services	\$1,750,000
TOTALS	\$32,160,074

* As noted herein, all costs are allocated among the various phases on a pro-rated basis using planned units.

Varrea North – Cost Estimate

Improvement	Total Costs
Off-site Roadways	
Off-site Utilities (Water, Wastewater, Reclaim)	
On-site Roadways	\$7,500,000
Water, Wastewater, Reclaim	\$9,500,000
Stormwater Management	\$12,000,000
Hardscaping, Landscaping and Irrigation	\$2,000,000
Undergrounding of Conduit	\$500,000
Conservation Areas	
Amenities	
Professional Services	\$2,000,000
TOTALS	\$33,500,000



**Varrea South & Varrea North
Cost Share Maximums**

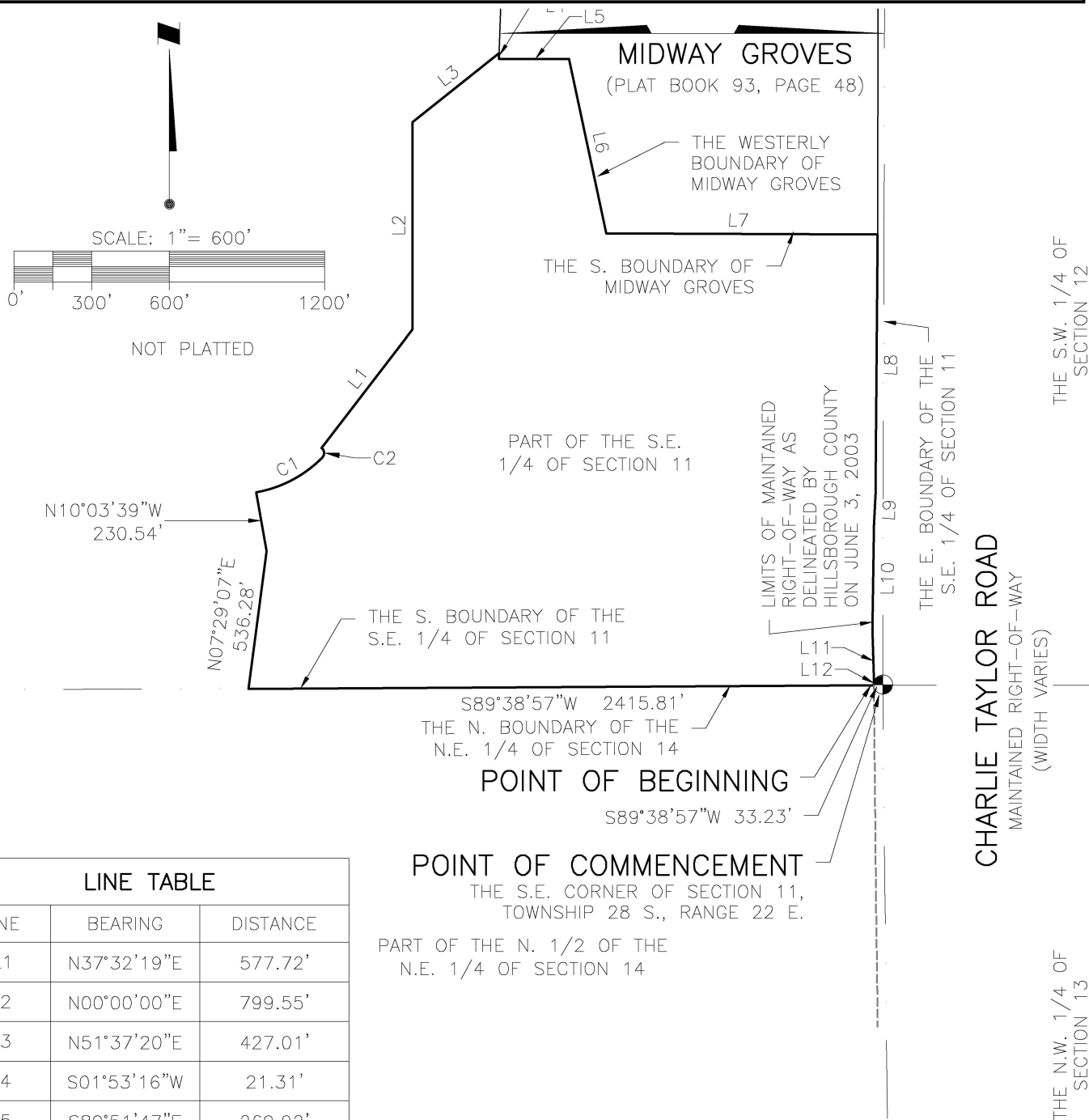
Improvement	Total Varrea South and Varrea North Costs	Varrea North Share (61%)	Varrea South Share (39%)
Off-site Roadways	\$1,254,945	\$765,516	\$489,429
Off-site Utilities (Water, Wastewater, Reclaim)	\$3,418,220	\$2,085,114	\$1,333,106
On-site Roadways	\$11,958,965	\$7,294,969	\$4,663,996
Water, Wastewater, Reclaim	\$17,017,671	\$10,380,779	\$6,636,892
Stormwater Management	\$20,072,165	\$12,244,021	\$7,828,144
Hardscaping, Landscaping and Irrigation	\$4,000,000	\$2,440,000	\$1,560,000
Undergrounding of Conduit	\$800,000	\$488,000	\$312,000
Conservation Areas			
Amenities	\$3,388,108	\$2,066,746	\$1,321,362
Professional Services	\$3,750,000	\$2,287,500	\$1,462,500
TOTALS	\$65,660,074	\$40,052,645	\$25,607,429



Appendix D SKETCH AND LEGAL DESCRIPTION FOR 2022 ASSESSMENT AREA

NOTE: The 2022 Assessment Area includes all of the lands described in the attached legal descriptions, less and except any areas outside the CDD's boundaries (any such offsite areas do NOT include lots but may include offsite CDD improvements required under development approvals).

2022 ASSESSMENT AREA LEGAL - PART 1, Phase 1 Section 11 Lands




LINE TABLE

LINE	BEARING	DISTANCE
L1	N37°32'19"E	577.72'
L2	N00°00'00"E	799.55'
L3	N51°37'20"E	427.01'
L4	S01°53'16"W	21.31'
L5	S89°51'47"E	269.92'
L6	S11°57'18"E	689.20'
L7	S89°49'14"E	1048.61'
L8	S00°27'28"W	1004.59'
L9	S02°53'49"W	114.55'
L10	S00°46'19"W	404.31'
L11	S01°32'49"E	200.40'
L12	S00°09'54"E	15.13'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	35°20'07"	475.00'	292.94'	288.32'	151.30'	N62°16'17"E
C2	97°03'55"	25.00'	42.35'	37.47'	28.29'	N03°55'43"W

NOT A SURVEY

	SCALE: 1"=600'	 Stantec One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215616564
	LEAD TECH. MHF		PROJ: VARREA – PHASE 1/SECTION 11 LANDS	INDEX NO: 215616564_ph1_s11
1 6/22/21 AREV NO. DATE	SEC-TWP-RGE 11-T28S.-R22E		CLIENT: D.R. HORTON, INC.	DATE: 6/18/21 SHEET NO: 1 OF 2

LEGAL DESCRIPTION

A parcel of land lying within Section 11, Township 28 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 11, Township 28 South, Range 22 East, Hillsborough County, Florida, and run thence S.89°38'57"W., along the South boundary of the Southeast 1/4 of said Section 11, a distance of 33.23 feet to a point of intersection with the westerly maintained right-of-way line of Charlie Taylor Road as delineated by Hillsborough County, Florida on June 3, 2003, said point being the POINT OF BEGINNING; thence continue, S.89°38'57"W., along said South boundary, 2,415.81 feet; thence N.07°29'07"E., 536.28 feet; thence N.10°03'39"W., 230.54 feet to a point on the arc of a curve; thence 292.94 feet along the arc of said curve to the left through a central angle of 35°20'07", said curve having a radius of 475.00 feet and being subtended by a chord bearing N.62°16'17"E., 288.32 feet to a point of compound curvature; thence 42.35 feet along the arc of a curve to the left through a central angle of 97°03'55", said curve having a radius of 25.00 feet and being subtended by a chord bearing N.03°55'43"W., 37.47 feet; thence N.37°32'19"E., 577.72 feet; thence N.00°00'00"E., 799.55 feet; thence N.51°37'20"E., 427.01 feet to a point of intersection with the westerly boundary of Midway Groves, per the map or plat thereof as recorded in Plat Book 93, page 48, of the Public Records of Hillsborough County, Florida; thence along said westerly boundary by the following three (3) courses: (1) S.01°53'16"W., 21.31 feet, (2) S.89°51'47"E., 269.92 feet, (3) S.11°57'18"E., 689.20 feet to the southwest corner of said plat; thence S.89°49'14"E., along the South boundary of said plat, 1,048.61 feet to a point of intersection with the westerly maintained right-of-way line of Charlie Taylor Road as delineated by Hillsborough County, Florida on June 3, 2003; thence along said maintained right-of-way line by the following five (5) courses: (1) S.00°27'28"W., 1,004.59 feet, (2) S.02°53'49"W., 114.55 feet, (3) S.00°46'19"W., 404.31 feet, (4) S.01°32'49"E., 200.40 feet, (5) S.00°09'54"E., 15.13 feet to the POINT OF BEGINNING..

Containing 95.079 acres (4,141,651 square feet), more or less.

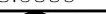
NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 22 EAST, HAVING A GRID BEARING OF N.00°10'02"E. (NORTH AMERICAN DATUM OF 1983 - 2011 ADJUSTMENT - FLORIDA WEST ZONE 0902).

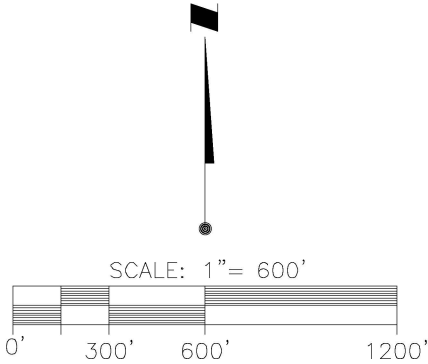
STANTEC CONSULTING SERVICES INC.
CERTIFICATE OF AUTHORIZATION No.L.B.7866

MARK H. FOSTER, PSM
FLORIDA LICENSE No.L.S.5535

NOT A SURVEY

SCALE:		 Stantec One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE		PROJECT NO.	
N/A			PARCEL SKETCH & DESCRIPTION		215616564	
LEAD TECH.			PROJ:		INDEX NO:	
MHF		VARREA - PHASE 1/SECTION 11 LANDS		215616564_ph1_s1		
1	6/22/21	SEC-TWP-RGE	CLIENT:		DATE:	SHEET NO:
ΔREV NO. DATE	11-T28S--R22E		D.R. HORTON, INC.		6/18/21	2 OF 2

2022 ASSESSMENT AREA LEGAL - PART 2, Phase 1 Section 14 Lands



THE S.E. 1/4 OF
SECTION 11

NOT PLATTED

POINT OF COMMENCEMENT

THE N.E. CORNER OF SECTION 14
TOWNSHIP 28 S., RANGE 22 E..

S89°38'57"W 33.23'

POINT OF BEGINNING

N89°38'57"E 2415.81'

THE N. BOUNDARY OF THE
N.E. 1/4 OF SECTION 14

PART OF THE N. 1/2 OF THE
N.E. 1/4 OF SECTION 14

LIMITS OF MAINTAINED
RIGHT-OF-WAY AS
DELINEATED BY
HILLSBOROUGH COUNTY
ON JUNE 3, 2003

THE E. BOUNDARY OF THE
S.E. 1/4 OF SECTION 11

CHARLIE TAYLOR ROAD

MAINTAINED RIGHT-OF-WAY
(WIDTH VARIES)

THE S.W. 1/4 OF
SECTION 12

THE E. BOUNDARY OF THE
N.E. 1/4 OF SECTION 14

THE N.W. 1/4 OF
SECTION 13

N07°29'07"E 1331.53'

S89°37'13"W 2604.29'


THE S. BOUNDARY OF THE
N. 1/2 OF THE N.E. 1/4
OF SECTION 14

THE S.W. CORNER
OF THE N. 1/2
OF THE N.E. 1/4
OF SECTION 14

THE S.E. CORNER
OF THE N. 1/2
OF THE N.E. 1/4
OF SECTION 14

NOT PLATTED

NOT A SURVEY

1 6/22/21 REV NO. DATE	SCALE: 1"=600' LEAD TECH. MHF SEC-TWP-RGE 14-T28S.-R22E	 One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE PARCEL SKETCH & DESCRIPTION PROJ: VARREA - PHASE 1/SECTION 14 LANDS CLIENT: D.R. HORTON, INC.	PROJECT NO. 215616564 INDEX NO: 215616564_ph1_s14 DATE: 6/18/21 SHEET NO: 1 OF 2
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LEGAL DESCRIPTION

A parcel of land lying within Section 14, Township 28 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 28 South, Range 22 East, Hillsborough County, Florida, and run thence S.89°38'57"W., along the North boundary of the Northeast 1/4 of said Section 14, a distance of 33.23 feet to a point of intersection with the westerly maintained right-of-way line of Charlie Taylor Road as delineated by Hillsborough County, Florida on June 3, 2003, said point being the POINT OF BEGINNING; thence departing said North boundary and running along said maintained right-of-way line by the following two (2) courses: (1) S.00°34'37"E., 812.39 feet, (2) S.00°46'29"E., 505.41 feet to a point of intersection with the South boundary of the North 1/2 of the Northeast 1/4 of said Section 14; thence S.89°37'13"W., along said South boundary, 2,604.29 feet to the southwest corner of said North 1/2; thence N.07°29'07"E., 1,331.53 feet, to a point of intersection with the aforementioned North boundary of the Northeast 1/4 of said Section 14; thence N.89°38'57"E., along said North boundary, 2,415.81 feet to the POINT OF BEGINNING.

Containing 75.954 acres (3,308,575 square feet), more or less.


NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 22 EAST, HAVING A GRID BEARING OF N.00°39'11"W. (NORTH AMERICAN DATUM OF 1983 - 2011 ADJUSTMENT - FLORIDA WEST ZONE 0902).

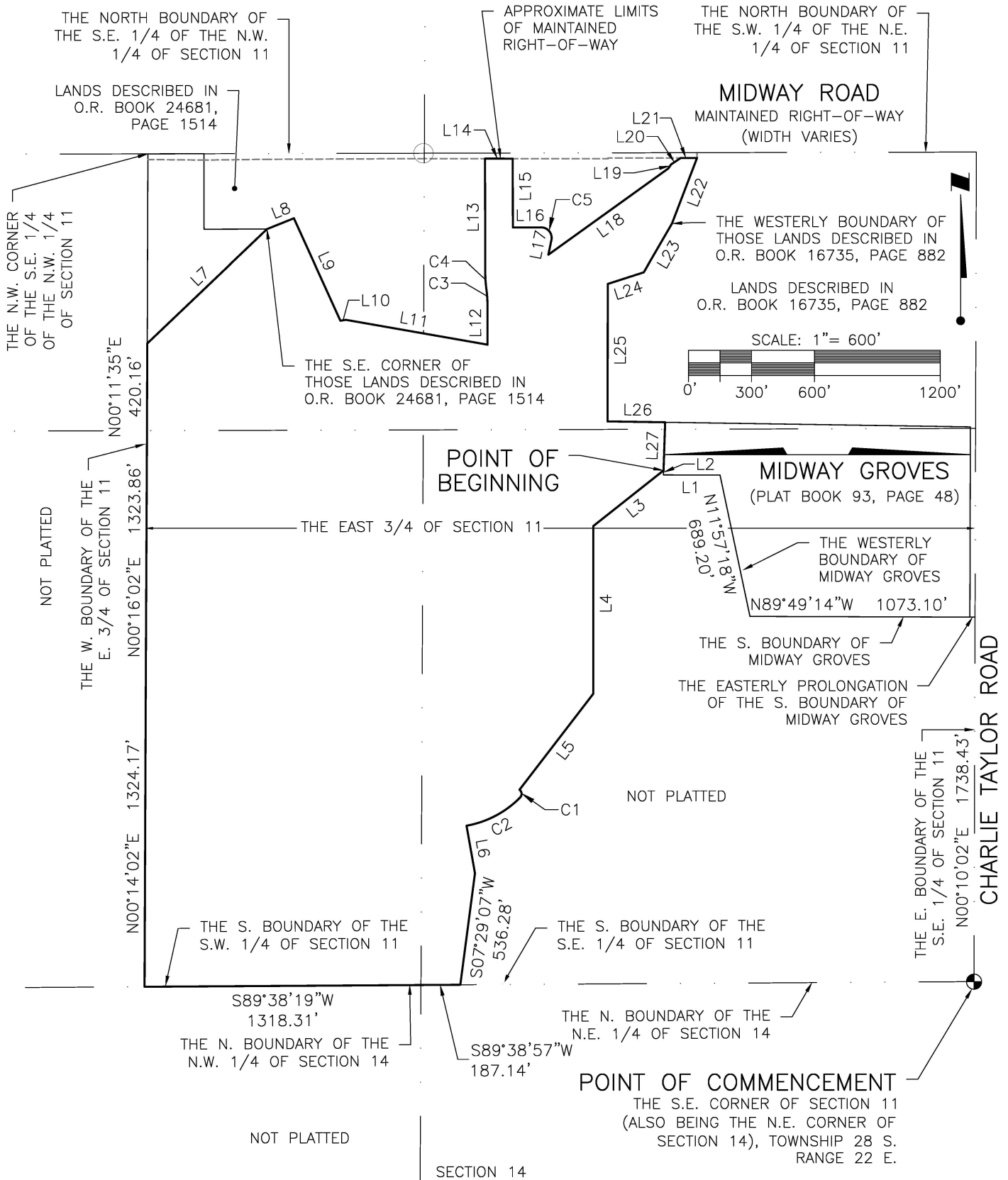
STANTEC CONSULTING SERVICES INC.
CERTIFICATE OF AUTHORIZATION No.L.B.7866

MARK H. FOSTER, PSM
FLORIDA LICENSE No.L.S.5535

NOT A SURVEY

6/22/2021 6:47:05 PM MHFOSTER Plotted: 6/22/2021 8:47:24 PM MHFOSTER V:\2156\active\215616564\survey\drawing\ph1_acquisition_parcel_sk_leg\2021_06_22\215616564_ph1_s14.dwg\Layout1 (2)	SCALE:	N/A	 One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO.	215616564
	LEAD TECH.	MHF		PROJ:	VARREA - PHASE 1/SECTION 14 LANDS	INDEX NO:	215616564_ph1_s14
	1 6/22/21	SEC-TWP-RGE		CLIENT:	D.R. HORTON, INC.	DATE:	6/18/21
	ΔREV NO. DATE	11/14-T28S.-R22E				SHEET NO:	2 OF 2

2022 ASSESSMENT AREA LEGAL - PART 3, Phase 2 Section 11 Lands



NOT A SURVEY

1 - 12/10/21	SEC-TWP-RGE	11-728S-R22E	Stantec One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE PARCEL SKETCH & DESCRIPTION PROJ: VARREA - PHASE 2 (NORTH) CLIENT: D.R. HORTON, INC.	PROJECT NO. 215616917 INDEX NO: 215616917-PH2_S11 DATE: 5/21/21 SHEET NO: 1 OF 3
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LEGAL DESCRIPTION

A parcel of land lying within Sections 11, Township 28 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 11, Township 28 South, Range 22 East, Hillsborough County, Florida, said corner also being the Northeast corner of Section 14 of said Township and Range, and run thence N.00°10'02"E., along the East boundary of the Southeast 1/4 of said Section 11, a distance of 1738.43 feet to a point of intersection with the easterly prolongation of the South boundary of Midway Groves, per the map or plat thereof as recorded in Plat Book 93, page 48, of the Public Records of Hillsborough County, Florida; thence N.89°49'14"W., along said prolongation and said South boundary, 1073.10 feet to the Southwest corner of said plat; thence along the westerly boundary of said Midway Groves by the following three (3) courses: (1) N.11°57'18"W., 689.20 feet, (2) N.89°51'47"W., 269.92 feet, (3) N.01°53'16"E., 21.31 feet, to the northeast corner of those lands described in Instrument No.2021332260 of the Public records of Hillsborough County, Florida, said point being the POINT OF BEGINNING; thence along the northerly and westerly boundaries of said lands by the following seven (7) courses: (1) S.51°37'20"W., 427.01 feet, (2) S.00°00'00"W., 799.55 feet, (3) S.37°32'19"W., 577.72 feet to a point on the arc of a curve, (4) 42.35 feet along the arc of said curve to the right through a central angle of 97°03'55", said curve having a radius of 25.00 feet and being subtended by a chord bearing S.03°55'43"E., 37.47 feet to a point of compound curvature, (5) 292.94 feet along the arc of a curve to the right through a central angle of 35°20'07", said curve having a radius of 475.00 feet and being subtended by a chord bearing S.62°16'17"W., 288.32 feet, (6) S.10°03'39"E., 230.54 feet, (7) S.07°29'07"W., 536.28 feet to a point of intersection with the South boundary of the Southeast quarter of aforementioned Section 11; thence S.89°38'57"W., 187.14 feet to the South 1/4 corner of said Section 11; thence S.89°38'19"W., along the South boundary of the Southwest quarter of said Section 11, a distance of 1318.31 feet to a point of intersection with the West boundary of the East 3/4 of said Section 11; thence along said West boundary by the following three (3) courses: (1) N.00°14'02"E., 1324.17 feet, (2) N.00°16'02"E., 1323.86 feet, (3) N.00°11'35"E., 420.16 feet; thence departing said boundary, N.46°21'36"E., 788.77 feet to the Southeast corner of those lands described in Official Record Book 24681, page 1514, of the Public Records of Hillsborough County, Florida; thence N.68°06'41"E., 138.15 feet; thence S.24°26'32"E., 535.55 feet; thence N.81°01'00"E., 26.95 feet; thence S.80°03'33"E., 685.26 feet; thence N.00°07'24"W., 192.62 feet to a point of curvature; thence 70.16 feet along the arc of a curve to the left through a central angle of 07°37'41", said curve having a radius of 527.00 feet and being subtended by a chord bearing N.03°56'15"W., 70.11 feet to a point of reverse curvature; thence 80.28 feet along the arc of a curve to the right through a central angle of 07°37'41", said curve having a radius of 603.00 feet and being subtended by a chord bearing N.03°56'15"W., 80.22 feet to a point of tangency; thence N.00°07'24"W., 543.66 feet to a point of intersection with the southerly maintained right-of-way line of Midway Road; thence S.89°56'16"E., along said maintained right-of-way line, 132.00 feet; thence departing said line, S.00°07'24"E., 328.24 feet; thence N.89°52'36"E., 134.76 feet to a point of curvature; thence 88.99 feet along the arc of a curve to the right through a central angle of 101°58'42", said curve having a radius of 50.00 feet and being subtended by a chord bearing S.39°08'03"E., 77.70 feet to a point of tangency; thence S.11°51'18"W., 71.65 feet; thence N.54°16'41"E., 703.60 feet; thence N.35°44'27"E., 25.00 feet; thence N.56°07'16"E., 54.40 feet to a point of intersection with that certain line described as the southerly right-of-way line of Midway Road by Official Record Book 16735, page 882 of the Public records of Hillsborough County, Florida; thence N.89°53'09"E., along said line, 78.03 feet to a point of intersection with the westerly boundary of those lands described in said Official Record Book 16735, page 882; thence along said westerly boundary by the following four (4) courses: (1) S.20°54'53"W., 334.87 feet, (2) S.30°06'56"W., 267.80 feet, (3) S.72°08'02"W., 180.38 feet, (4) S.00°05'24"W., 655.61 feet to the Southwest corner of said lands; thence S.89°08'10"E., along the South boundary of said lands, 274.53 feet to a point of intersection with the aforementioned westerly boundary of Midway Groves; thence S.01°53'16"W., along said westerly boundary, 229.85 feet to the POINT OF BEGINNING.

Containing 158.534 acres (6,905,743 square feet), more or less.

NOT A SURVEY

12/10/2021 9:08:17 AM MHFOSTER Plotted: 12/10/2021 8:15:30 AM MHFOSTER \\US0262-PPFSS01\workgroup\215616917\survey\drawing\final_phase_2_acquisition_legal\ph2_acquisition_sk_leg\215616917_ph2_s11.dwg\layout1 (2)	SCALE:	N/A	 One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO.	215616917
	LEAD TECH.	MHF		PROJ:	VARREA - PHASE 2 (NORTH)	INDEX NO:	215616917-PH2_S11
	1 - 12/10/21	SEC-TWP-RGE		CLIENT:	D.R. HORTON, INC.	DATE:	5/21/21
	ΔREV NO. DATE	11-T28S.-R22E.				SHEET NO:	2 OF 3

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	97°03'55"	25.00'	42.35'	37.47'	28.29'	S03°55'43"E
C2	35°20'07"	475.00'	292.94'	288.32'	151.30'	S62°16'17"W
C3	7°37'41"	527.00'	70.16'	70.11'	35.13'	N03°56'15"W
C4	7°37'41"	603.00'	80.28'	80.22'	40.20'	N03°56'15"W
C5	101°58'42"	50.00'	88.99'	77.70'	61.72'	S39°08'03"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°51'47"W	269.92'
L2	N01°53'16"E	21.31'
L3	S51°37'20"W	427.01'
L4	S00°00'00"W	799.55'
L5	S37°32'19"W	577.72'
L6	S10°03'39"E	230.54'
L7	N46°21'36"E	788.77'
L8	N68°06'41"E	138.15'
L9	S24°26'32"E	535.55'
L10	N81°01'00"E	26.95'
L11	S80°03'33"E	685.26'
L12	N00°07'24"W	192.62'
L13	N00°07'24"W	543.66'
L14	S89°56'16"E	132.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S00°07'24"E	328.24'
L16	N89°52'36"E	134.76'
L17	S11°51'18"W	71.65'
L18	N54°16'41"E	703.60'
L19	N35°44'27"E	25.00'
L20	N56°07'16"E	54.40'
L21	N89°53'09"E	78.03'
L22	S20°54'53"W	334.87'
L23	S30°06'56"W	267.80'
L24	S72°08'02"W	180.38'
L25	S00°05'24"W	655.61'
L26	S89°08'10"E	274.53'
L27	S01°53'16"W	229.85'


NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 22 EAST, HAVING A GRID BEARING OF N.00°10'02"E. (NORTH AMERICAN DATUM OF 1983 - 2011 ADJUSTMENT - FLORIDA WEST ZONE 0902).

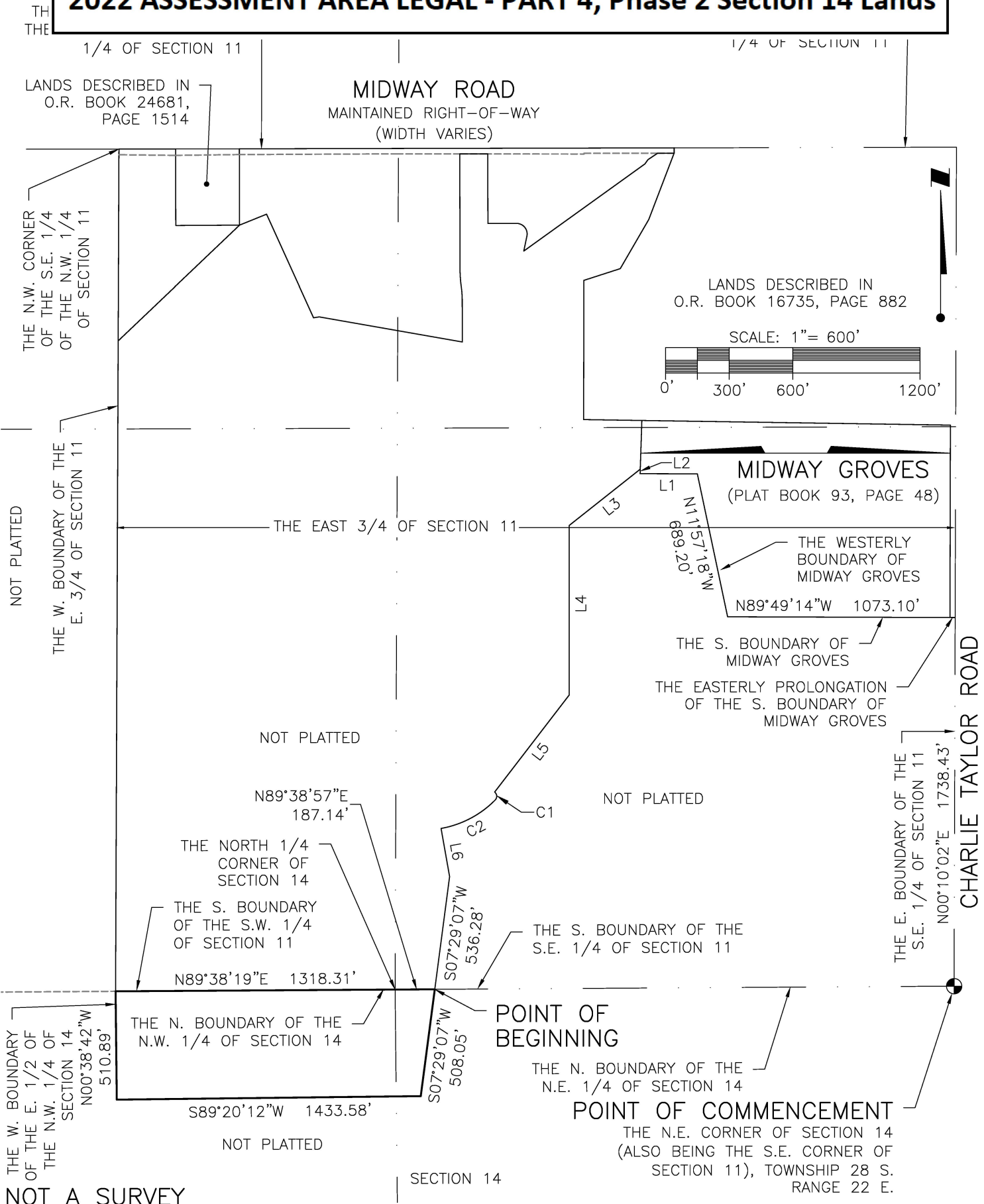
STANTEC CONSULTING SERVICES INC.
CERTIFICATE OF AUTHORIZATION No.L.B.7866

MARK H. FOSTER, PSM
FLORIDA LICENSE No.L.S.5535

NOT A SURVEY

1 - 12/10/21	SCALE:	N/A	 One Team, Infinite Solutions	TITLE: PARCEL SKETCH & DESCRIPTION		PROJECT NO: 215616917	
	LEAD TECH:	MHF		PROJ: VARREA - PHASE 2 (NORTH)		INDEX NO: 215616917-PH2_S11	
ΔREV NO. DATE	SEC-TWP-RGE	11-T28S-R22E	777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813.223.9500 • F 813.223.0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	CLIENT: D.R. HORTON, INC.		DATE: 5/21/21	SHEET NO: 3 OF 3

2022 ASSESSMENT AREA LEGAL - PART 4, Phase 2 Section 14 Lands



SCALE: 1"=600' LEAD TECH: MHF SEC-TWP-RGE: 14-T28S-R22E	Stantec One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813.223.9500 • F 813.223.0089 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE: PARCEL SKETCH & DESCRIPTION PROJ: VARREA – PHASE 2 (SOUTH) CLIENT: D.R. HORTON, INC.	PROJECT NO: 215616917 INDEX NO: 215616917-PH2_s14 DATE: 11/03/21 SHEET NO: 1 OF 3
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Saved: 12/10/2021 9:12:01 AM MHFOSTER | Plotted: 12/10/2021 9:12:59 AM MHFOSTER | [\\US0282-BPFFSS01\workgroup\215616917\survey\drawing\final_phase_2_acquisition_legals\ph2_acquisition_sk_leg\215616917_ph2_s14.dwg|Layout1 \(2\)](#)

COMMENCE at the Northeast corner of Section 14, Township 28 South, Range 22 East, Hillsborough County, Florida, said corner also being the Southeast corner of Section 11 of said Township and Range, and run thence N.00°10'02"E., along the East boundary of the Southeast 1/4 of said Section 11, a distance of 1738.43 feet to a point of intersection with the easterly prolongation of the South boundary of Midway Groves, per the map or plat thereof as recorded in Plat Book 93, page 48, of the Public Records of Hillsborough County, Florida; thence N.89°49'14"W., along said prolongation and said South boundary, 1073.10 feet to the Southwest corner of said plat; thence along the westerly boundary of Midway Groves by the following three (3) courses: (1) N.11°57'18"W., 689.20 feet, (2) N.89°51'47"W., 269.92 feet, (3) N.01°53'16"E., 21.31 feet; thence departing said boundary, S.51°37'20"W., 427.01 feet; thence South, 799.55 feet; thence S.37°32'19"W., 577.72 feet to a point on the arc of a curve; thence 42.35 feet along the arc of said curve to the right through a central angle of 97°03'55", said curve having a radius of 25.00 feet and being subtended by a chord bearing S.03°55'43"E., 37.47 feet to a point of compound curvature; thence 292.94 feet along the arc of a curve to the right through a central angle of 35°20'07", said curve having a radius of 475.00 feet and being subtended by a chord bearing S.62°16'17"W., 288.32 feet; thence S.10°03'39"E., 230.54 feet; thence S.07°29'07"W., 536.28 feet, to a point of intersection with the South boundary of the Southeast 1/4 of aforementioned Section 11, said point being the POINT OF BEGINNING; thence continue, S.07°29'07"W., 508.05 feet; thence S.89°20'12"W., 1433.58 feet to a point of intersection with the West boundary of the East 1/2 of the Northwest 1/4 of aforementioned Section 14; thence N.00°38'42"W., along said West boundary, 510.89 feet, to a point of intersection with the North boundary of the Northwest 1/4 of said Section 14; thence N.89°38'19"E., 1318.31 feet to the North 1/4 corner of said Section 14; thence N.89°38'57"E., along the North boundary of the Northeast 1/4 of said Section 14, a distance of 187.14 feet to the POINT OF BEGINNING.

Containing 17.104 acres (745,069 square feet), more or less.

NOT A SURVEY

	SCALE:	 One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE	PARCEL SKETCH & DESCRIPTION		PROJECT NO.	215616917		
	LEAD TECH.		PROJ:	VARREA – PHASE 2 (SOUTH)		INDEX NO:	215616917-PH2_s14		
	MHF		CLIENT:	D.R. HORTON, INC.		DATE:	11/03/21	SHEET NO:	2 OF 3
ΔREV NO. DATE	SEC-TWP-RGE 14-T28S-R22E								

CURVE TABLE						
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LINE TABLE		
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L3	S51°37'20"W	427.01'
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L5	S37°32'19"W	577.72'
L6	S10°03'39"E	230.54'


NOTES:

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STANTEC CONSULTING SERVICES INC.
 CERTIFICATE OF AUTHORIZATION No.L.B.7866

MARK H. FOSTER, PSM
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NOT A SURVEY

	SCALE:	 One Team, Infinite Solutions 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866	TITLE	PARCEL SKETCH & DESCRIPTION		PROJECT NO.	215616917		
	N/A		PROJ:	VARREA – PHASE 2 (SOUTH)		INDEX NO:	215616917-PH2_s14		
	LEAD TECH.		CLIENT:	D.R. HORTON, INC.		DATE:	11/03/21	SHEET NO:	3 OF 3
	MHF								
	SEC-TWP-RGE								
ΔREV NO. DATE	14-T28S-R22E								

**FIRST SUPPLEMENTAL ENGINEER'S REPORT FOR THE
VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**
March 2023

1. PURPOSE

This report supplements the District's *Master Report of the District Engineer*, dated February 11, 2022 ("**Master Report**") for the purpose of describing the first phase of the District's CIP¹ to be known as the "**2023 Project**" a/k/a "**Assessment Area One Project**."

2. 2023 PROJECT

The District's 2023 Project includes the portion of the CIP that is necessary for the development of what is known as "Phases 1A, 1B, 1C and 2A" (together, "**Assessment Area One**") of the District, which is intended to include 459 lots. Legal descriptions and sketches for Assessment Area One are shown in **Exhibit A**.

Product Mix

The table below shows the product types that will be part of the 2023 Project:

	Phases	TH	PV	40's	50's Exp.	50's	60's	TOTAL
2023 Project	1A	0	0	0	0	2	25	27
	1B	113	24	38	0	0	0	175
	1C	0	0	0	0	44	17	61
	2A	0	38	48	0	110	0	196
2023 Project Totals		113	64	86	0	156	42	459
Future Project	2B	0	52	12	0	70	38	172
	6A	0	0	0	0	91	22	113
Totals	Totals	113	116	98	0	317	102	744

List of 2023 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2023 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2023 Project includes, generally stated, the following items relating to Assessment Area One: public grading, on-site roadways, utilities, stormwater management, hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, and soft costs. Also, the 2023 Project includes the development of the master spine road, off-site roadways and utilities, amenity facilities, and related improvements and soft costs.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

Permits

The status of the applicable permits necessary for the 2023 Project is as follows:

Submittal Type	Approval Date
Preliminary Plat Approval	2/26/2021
USACE Nationwide Permit	11/12/2020
Phase 1 Engineering Approval - Plant City	11/29/2021
Conceptual ERP Permit	9/27/2021
Phase 1 ERP Permit	10/27/2021
EPC Conceptual Wetland and Other Surface Water Impact Approval	12/6/2021
DOH Permit (FDEP Water Dry-line)	3/2/2022
EPC Permit (FDEP Wastewater Dry-Line)	3/11/2022

Estimated Costs / Benefits

The first table below shows the costs that are necessary for delivery of the 459 Assessment Area One lots for the 2023 Project, which includes the roads, utilities, and other improvements specific to Assessment Area One as well as “master” improvements that may be outside of those phases such as offsite roads and utilities, the amenity, etc.:

ESTIMATED COSTS OF DELIVERING THE ASSESSMENT AREA ONE PROJECT

Improvement	2023 Project (Phases 1A, 1B, 1C and 2A)	Future Projects	Total Costs
Off-site Roadways	\$1,254,945		\$1,254,945
Off-site Utilities (Water, Wastewater, Reclaim)	\$3,418,220		\$3,418,220
On-site Roadways	\$2,260,482	\$2,198,483	\$4,458,965
Water, Wastewater, Reclaim	\$3,268,572	\$4,249,099	\$7,517,671
Stormwater Management	\$4,524,923	\$3,547,242	\$8,072,165
Hardscaping, Landscaping and Irrigation	\$1,131,955	\$868,045	\$2,000,000
Undergrounding of Conduit	\$226,390	\$73,610	\$300,000
Conservation Areas	\$0	\$0	\$0
Amenities	\$2,000,000	\$1,388,108	\$3,388,108
Professional Services	\$961,207	\$788,793	\$1,750,000
TOTALS	\$19,046,694	\$13,113,380	\$32,160,074

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.
- d. Impact fee credits may be available from master roadway and utility improvements. The developer and the District will enter into an acquisition agreement whereby the developer may elect to keep any such credits, provided that consideration is provided to the District in the form of improvements, land, a prepayment of debt assessments, or other consideration.

While the delivery of Phases 1A, 1B, 1C, and 2A will necessarily involve the installation of certain "master" improvements, the District's 2023 Project is a part of the entire CIP, which functions as a system of improvements that includes the CIP for Varrea South CDD as well as the future planned, Varrea North CDD, as described in the Master Report. Accordingly, the 2023 Project lots only receive a pro-rated benefit from the 2023 Project, as follows:

ESTIMATED PRO-RATED BENEFITS OF 2023 PROJECT

Improvement	2023 Project (Phases 1A, 1B, 1C and 2A)	Future Projects in Varrea South CDD	Total Costs
Off-site Roadways	\$277,016.81	\$212,412.19	\$489,429
Off-site Utilities (Water, Wastewater, Reclaim)	\$754,538.00	\$578,568.00	\$1,333,106
On-site Roadways	\$2,639,821.74	\$2,024,174.26	\$4,663,996
Water, Wastewater, Reclaim	\$3,756,480.87	\$2,880,411.13	\$6,636,892
Stormwater Management	\$4,430,729.50	\$3,397,414.50	\$7,828,144
Hardscaping, Landscaping and Irrigation	\$882,960.00	\$677,040.00	\$1,560,000
Undergrounding of Conduit	\$176,592.00	\$135,408.00	\$312,000
Conservation Areas	\$0.00	\$0.00	\$0.00
Amenities	\$747,890.89	\$573,471.11	\$1,321,362
Professional Services	\$827,775.00	\$634,725.00	\$1,462,500
TOTALS	\$14,493,804.81	\$11,113,624.19	\$25,607,429

*Because the CIP is a system of improvements, the 2023 Project benefits to lands within Assessment Area One are a proportion of the total CIP costs based on the relative number of “Equivalent Residential Units” (as further defined in the District’s assessment methodology report(s)) planned for Assessment Area One – so, e.g., 56.6% (based on 364.2 ERUs in the 2023 Project divided by the total 643.2 planned ERUs) of the CIP costs are allocated to the 2023 Project. Any 2023 Project costs above and beyond the benefit levels set forth above are considered “master costs” that may be financed from future bond issuances.

3. CONCLUSION

The 2023 Project will be designed in accordance with current governmental regulations and requirements. The 2023 Project will serve its intended function so long as the construction is in substantial compliance with the design.




It is further our opinion that:

- the estimated cost to the 2023 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the 2023 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2023 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the 2023 Project that is at least equal to the costs of the 2023 Project.

As described above, this report identifies the benefits from the 2023 Project to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District’s CIP; however, these are incidental to the District’s 2023 Project, which is designed solely to provide special benefits peculiar to certain property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The 2023 Project will be owned by the District or other governmental units and such 2023 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2023 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2023 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2023 Project or the fair market value.

Please note that the 2023 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2023 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Tonja Stewart, P.E.

March 9, 2023

EXHIBIT A: Legal Descriptions and Sketch of Phases 1A, 1B, 1C and 2A

Exhibit A

VARREA PHASE 1

A parcel of land lying within Sections 11 and 14, Township 28 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 28 South, Range 22 East, Hillsborough County, Florida, said corner also being the Southeast corner of Section 11 of said Township and Range, and run thence S.89°38'57"W., along the North boundary of the Northeast 1/4 of said Section 14, a distance of 33.23 feet to a point of intersection with the westerly maintained right-of-way line of Charlie Taylor Road as delineated by Hillsborough County, Florida on June 3, 2003, said point being the POINT OF BEGINNING; thence departing said boundary and running along said maintained right-of-way line by the following two (2) courses: (1) S.00°34'37"E., 812.39 feet, (2) S.00°46'29"E., 505.41 feet to a point of intersection with the South boundary of the North 1/2 of the Northeast 1/4 of said Section 14; thence S.89°37'13"W., along said South boundary, 2,604.29 feet to the southwest corner of said North 1/2; thence N.07°29'07"E., 1867.81 feet; thence N.10°03'39"W., 230.54 feet to a point on the arc of a curve; thence 292.94 feet along the arc of said curve to the left through a central angle of 35°20'07", said curve having a radius of 475.00 feet and being subtended by a chord bearing N.62°16'17"E., 288.32 feet to a point of compound curvature; thence 42.35 feet along the arc of a curve to the left through a central angle of 97°03'55", said curve having a radius of 25.00 feet and being subtended by a chord bearing N.03°55'43"W., 37.47 feet; thence N.37°32'19"E., 577.72 feet; thence N.00°00'00"E., 799.55 feet; thence N.51°37'20"E., 427.01 feet to a point of intersection with the westerly boundary of Midway Groves, per the map or plat thereof as recorded in Plat Book 93, page 48, of the Public Records of Hillsborough County, Florida; thence along said westerly boundary by the following three (3) courses: (1) S.01°53'16"W., 21.31 feet, (2) S.89°51'47"E., 269.92 feet, (3) S.11°57'18"E., 689.20 feet to the southwest corner of said plat; thence S.89°49'14"E., along the South boundary of said plat, 1,048.61 feet to a point of intersection with the aforementioned westerly maintained right-of-way line of Charlie Taylor Road; thence along said maintained right-of-way line by the following five (5) courses: (1) S.00°27'28"W., 1,004.59 feet, (2) S.02°53'49"W., 114.55 feet, (3) S.00°46'19"W., 404.31 feet, (4) S.01°32'49"E, 200.40 feet, (5) S.00°09'54"E., 15.13 feet to the POINT OF BEGINNING.

Containing 171.034 acres (7,450,226 square feet), more or less.

VARREA PHASE 2A

A parcel of land lying within Sections 11 and 14, Township 28 South, Range 22 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 28 South, Range 22 East, Hillsborough County, Florida, said corner also being the Southeast corner of Section 11 of said Township and Range, and run thence S.89°38'57"W., along the North boundary of the Northeast 1/4 of said Section 14, a distance of 33.23 feet to a point of intersection with the westerly maintained right-of-way line of Charlie Taylor Road as delineated by Hillsborough County, Florida on June 3, 2003, said right-of-way line also being the East boundary of Varrea Phase 1, per map or plat thereof as recorded in Plat Book 143, page 73, of the Public Records of Hillsborough County, Florida; thence along said East boundary and said maintained right-of-way line by the following two (2) courses: (1) S.00°34'37"E., 812.39 feet, (2) S.00°46'29"E., 505.41 feet to a point of intersection with the South boundary of the North 1/2 of the Northeast 1/4 of said Section 14, said line also being the South boundary of said Varrea Phase 1; thence S.89°37'13"W., along said South boundary, 2,604.29 feet to the Southwest corner of said North 1/2, said corner being the Southwest corner of said Varrea Phase 1; thence N.07°29'07"E., along the West boundary of said Varrea Phase 1, a distance of 823.48 feet to the POINT OF BEGINNING, said point being the Southeast corner of those lands described as Parcel "A" in Instrument No.2022125078 of the Public Records of Hillsborough County, Florida; thence along the South and West boundaries of said Parcel "A", and the West boundary of those lands described as Parcel "B" in said Instrument No.2022125078, by the following four (4) courses: (1) S.89°20'12"W., 1,433.58 feet to a point of intersection with the West boundary of the East 1/2 of the Northwest 1/4 of aforementioned Section 14, (2) N.00°38'42"W., along said West boundary, 510.89 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 14, also being the Southwest corner of the East 3/4 of Section 11 of said Township 28 South, Range 22 East, (3) N.00°14'02"E., along the West boundary of said East 3/4 of Section 11, a distance of 1,324.17 feet, (4) N.00°16'02"E., along said West boundary, 629.77 feet; thence departing said West boundary S.89°43'58"E., 596.46 feet; thence S.79°46'13"E., 143.16 feet to a point on the arc of a curve; thence 2.06 feet along the arc of said curve to the left through a central angle of 00°10'29", said curve having a radius of 675.00 feet and being subtended by a chord bearing N.10°08'32"E., 2.06 feet; thence S.79°56'43"E., 50.00 feet to a point on the arc of a curve; thence 37.60 feet along the arc of said curve to the left through a central angle of 86°10'39", said curve having a radius of 25.00 feet and being subtended by a chord bearing S.33°02'02"E., 34.16 feet; thence S.76°07'22"E., 96.30 feet to a point on the arc of a curve; thence 150.74 feet along the arc of said curve to the left through a central angle of 10°13'15", said curve having a radius of 845.00 feet and being subtended by a chord bearing N.07°04'18"E., 150.54 feet to a point of reverse curvature; thence 99.27 feet along the arc of a curve to the right through a central angle of 10°14'55", said curve having a radius of 555.00 feet and being subtended by a chord bearing N.07°05'08"E., 99.14 feet to a point on the arc of a curve; thence 392.50 feet along the arc of said curve to the left through a central angle of 18°38'10", said curve having a radius of 1,206.72 feet and being subtended by a chord bearing N.81°40'32"E., 390.77 feet to a point of reverse curvature; thence 107.79 feet along the arc of a curve to the right through a central angle of 39°50'41", said curve having a radius of 155.00 feet and being subtended by a chord bearing S.87°43'13"E., 105.63 feet; thence S.67°47'52"E., 40.46 feet; thence S.22°12'08"W., 181.05 feet to a point of curvature; thence 144.63 feet along the arc of a curve to the left through a central angle of 12°11'10", said curve having a radius of 680.00 feet and being subtended by a chord bearing S.16°06'33"W., 144.36 feet; thence S.79°59'03"E., 70.00 feet to a point on the arc of a curve; thence 187.19 feet along the arc of said curve to the left through a central angle of 17°34'56", said curve having a radius of 610.00 feet and being subtended by a chord bearing S.01°13'30"W., 186.45 feet; thence N.82°26'02"E., 126.32 feet; thence S.65°43'51"E., 647.37 feet to a corner on the aforementioned West boundary of Varrea Phase 1; thence along said West boundary by the following six (6) courses: (1) S.37°32'19"W., 577.72 feet to a point on the arc of a curve; (2) 42.35 feet along the arc of said curve to the right through a central angle of 97°03'55", said curve having a radius of 25.00 feet and being subtended by a chord bearing S.03°55'43"E., 37.47 feet to a point of compound curvature, (3) 292.94 feet along the arc of a curve to the right through a central angle of 35°20'07", said curve having a radius of 475.00 feet and being subtended by a chord bearing S.62°16'17"W., 288.32 feet, (4) S.10°03'39"E., 230.54 feet, (5) S.07°29'07"W., 536.28 feet to a point of intersection with the South boundary of the Southeast 1/4 of aforementioned Section 11, also being the North boundary of the Northeast 1/4 of aforementioned Section 14, (6) S.07°29'07"W., 508.05 feet to the POINT OF BEGINNING.

Containing 93.828 acres (4,087,161 square feet), more or less.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

11B

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report for Assessment Area Two

June 5, 2024



Provided by:

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report for Assessment Area Two (the "Master Report") was developed to provide a master financing plan and a master special assessment methodology for Phases 2B and 6A (to be defined further herein) of the Varrea South Community Development District (the "District" or "Varrea South"), located in the City of Plant City, Hillsborough County, Florida, as related to funding the costs of public infrastructure improvements (the "AA2 CIP") contemplated to be provided by the District.

Please note that the District previously adopted the a Master Special Assessment Methodology Report dated February 11, 2022 and levied master assessment lien in the total amount of \$26,689,622.86 over a portion of the land in the District with a total area of 346.671 +/- acres and proposed to be developed with a total of 633 (later revised to 631) residential dwelling units comprising Phases 1A, 1B, 1C, 2A, and 2B (the "2022 Assessment Area") and subsequently issued Capital Improvement Revenue Bonds Series 2023 (2023 Assessment Area) in the initial principal amount of \$8,870,000 (the "Series 2023 Bonds") that supported the development and provided financing for a portion of the public infrastructure improvements for the Phases 1A, 1B, 1C, and 2A (the "Assessment Area One") and 459 residential dwelling units proposed to be developed in the Assessment Area One.

Please note that the development of the 459 residential dwelling units within Assessment Area One commenced in 2023 and that the remaining 285 units proposed to be developed within Phases 2B and 6A are anticipated to be developed starting in 2024 and comprise "Assessment Area Two".

1.2 Scope of the Master Report

This Master Report presents the projections for financing the District's Capital Improvement Plan described in the Report of District Engineer developed by Stantec Consulting Services, Inc. (the "District Engineer") dated February 11, 2022, as supplemented by the First Supplemental Engineer's Report dated March 2023 (collectively, the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the AA2 CIP.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the AA2 CIP create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area Two as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to the lands within Assessment Area Two. The AA2 CIP enables properties within Assessment Area Two to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the AA2 CIP. However, these benefits are only incidental since the AA2 CIP is designed solely to provide special benefits peculiar to property within Assessment Area Two. Properties outside the District are not directly served by the AA2 CIP and do not depend upon the AA2 CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area Two property receives compared to those lying outside of Assessment Area Two.

The AA2 CIP will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area Two developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area Two to increase by more than the sum of the financed cost of the individual components of the AA2 CIP. Even though the exact value of the benefits provided by the AA2 CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Master Report

Section Two describes the most current development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan as determined by the District Engineer.

Section Four discusses the master financing program for the District.

Section Five introduces the special assessment methodology for Assessment Area 2.

2.0 Development Program

2.1 Overview

The District serves the southern portion of the Varrea development, with the northern portion encompassed within the Varrea North Community Development District (the "Varrea North"). The southern portion of the Varrea development is a master planned residential development located in the City of Plant City, Hillsborough County, Florida. The land within the District consists of approximately 432.119 +/- acres and is generally located north of the Interstate I-4, south of Midway Road, east of N. Wilder Road and west of Charlie Taylor Road.

2.2 The Development Program

The development of the land within the District is conducted by D.R. Horton, Inc. (the "Developer"). Based upon the information provided by the Developer, the current development plan for the land in the District envisions a total of 744 residential dwelling units developed in multiple phases over a multi-year period, with 285 units envisioned for Assessment Area Two, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the proposed development plan for the land within the District.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

According to the information found in the Engineer's Report, the total costs of the AA2 CIP will consist of on-site roadways, on-site water, wastewater and reclaim utilities, stormwater management, hardscaping, landscaping and irrigation, undergrounding of electrical conduit, and amenities. According to the information found in the Engineer's Report, the total costs of the AA2 CIP have been estimated by the District Engineer at \$13,113,380.

Even though the installation of the public infrastructure improvements that comprise the Capital Improvement Plan will proceed in multiple stages and be conducted on lands within and without the boundaries of the District, the improvements that comprise the AA2 CIP will serve and provide benefit to all land uses in Assessment Area Two and will comprise an interrelated system of improvements, which means all of improvements will serve the Assessment Area Two and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the AA2 CIP. Please note that the District's Series 2023 Bonds financed an estimated \$8,180,067.50 in costs of the initial public improvements necessary for the development of AA1.

4.0 Financing Program

4.1 Overview

As noted above, the District has already embarked on a program of public improvements which facilitate the development of lands within AA1. As the District pursues further capital improvements that will benefit the lands located within AA2, and even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the AA2 CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$18,645,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Master Report is to allocate the benefit of the AA2 CIP to the various land uses in the Assessment Area Two and based on such benefit allocation to apportion the maximum debt necessary to fund the AA2 CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for Assessment Area Two provides for the issuance of the Bonds in the approximate principal amount of \$18,645,000 to finance approximately \$13,113,380 in AA2 CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal

payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the AA2 CIP, the District would need to borrow funds and incur indebtedness in the total amount of approximately \$18,645,000. The difference between the costs and indebtedness is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Master Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the AA2 CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within Assessment Area Two and general benefits accruing to areas outside Assessment Area Two but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the AA2 CIP. All properties that receive special benefits from the AA2 CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the AA2 CIP.

5.2 Benefit Allocation

The most current development plan envisions the development of 285 residential dwelling units in Assessment Area 2, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the AA2 CIP will serve and provide benefit to all land uses within Assessment Area Two and will comprise an interrelated system of improvements,

which means all of improvements will serve the Assessment Area Two and improvements will be interrelated such that they will reinforce one another.

By allowing for the land within Assessment Area Two to be developable, both the public infrastructure improvements that comprise the AA2 CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within Assessment Area Two will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within Assessment Area Two and benefit all land within Assessment Area Two as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the AA2 CIP have a logical connection to the special and peculiar benefits received by the land within the Assessment Area Two, as without such improvements, the development of the properties within Assessment Area Two would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Assessment Area Two, the District can assign or allocate a portion of the Bonds through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the AA2 CIP is proposed to be allocated to the different unit types within Assessment Area Two in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area Two based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units or units with a lower intensity of use will use and benefit from the public infrastructure improvements that are part of the AA2 CIP less than larger units or units with a higher intensity of use, as for instance, generally and on average smaller units or units with lower intensity of use produce less

storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units or units with a higher intensity of use is likely to appreciate by more in terms of dollars than that of the smaller units or units with a lower intensity of use as a result of the implementation of the AA2 CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types.

Table 5 in the *Appendix* presents the apportionment of the assessment (the “Bond Assessments”) associated with funding that portion of the public infrastructure improvements that are part of the AA2 CIP which provide benefit to the properties located within Assessment Area Two. Table 5 in the *Appendix* presents the apportionment of the Bond Assessments to the 285 residential dwelling units proposed to be developed within Assessment Area Two.

Amenities. No Bond Assessments will be allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner’s association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning Bond Assessments

The District is currently proposing to levy a master lien and levy Bond Assessments in the total amount of \$18,645,000.00 over Assessment Area Two. As the land that comprises the Phase 6A of

the Assessment Area Two has already been platted for its intended final use and assigned individual parcel numbers by the Hillsborough County Property Appraiser, the Bond Assessments will be levied on the 113 platted lots as reflected in Table 5 in the *Appendix*. As the land that comprises in the Phase 2B of the Assessment Area Two has not yet already been platted for its intended final use, the Bond Assessments in the amount of \$10,799,397.85 will be levied preliminarily on approximately 85.448 +/- gross acres at a rate of \$131,667.86 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 8 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within Phase 2B.

Transferred Property. In the event unplatted land is sold to a third party (the “Transferred Property”), the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of residential units ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is sold again and further sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area Two. The District’s improvements benefit assessable properties within Assessment Area Two and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area Two. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The improvements which are part of the AA2 CIP make the land in Assessment Area Two developable and saleable and when implemented jointly as parts of the AA2 CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the AA2 CIP by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned residential units within Assessment Area Two as set forth in Table 4 in the *Appendix* ("Development Plan"). As the land within Assessment Area Two is not yet fully platted, at such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan the proposed plat or re-plat (herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of residential units (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat within the District has more than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer residential units (and Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the District has fewer than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more residential units (and Bond Assessments) in order to fully assign all of the residential units originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of residential units (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the

proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable by the landowner of the lands subject to the Proposed Plat in the tax year that such land is platted, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$18,645,000 are proposed to be levied over Assessment Area Two as described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's AA2 CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Varrea South

Community Development District

Development Plan

Unit Type	Phases 1A, 1B, 1C and 2A (Assessment Area One) Number of Units	Phase 2B (Assessment Area Two) Number of Units	Phase 6A (Assessment Area Two) Number of Units	Total Number of Units
TH 20'	113	0	0	113
PV 35'	62	52	0	114
SF 40'	86	12	0	98
SF 50'	156	70	91	317
SF 60'	42	38	22	102
Total	459	172	113	744

Development Plan - Assessment Area Two

Unit Type	Phase 2B (Assessment Area Two) Number of Units	Phase 6A (Assessment Area Two) Number of Units	2024 Assessment Area Total Number of Units
TH 20'	0	0	0
PV 35'	52	0	52
SF 40'	12	0	12
SF 50'	70	91	161
SF 60'	38	22	60
Total	172	113	285

Table 2

Varrea South

Community Development District

Capital Improvement Plan - Varrea South

Improvement	2023 Project	2024 Project	Total Costs
Off-Site Roadways	\$1,254,945	\$0	\$1,254,945
Off-Site Utilities (Water, Wastewater and Reclaim)	\$3,418,220	\$0	\$3,418,220
On-Site Road Improvements	\$2,260,482	\$2,198,483	\$4,458,965
On-Site Water, Wastewater and Reclaim	\$3,268,572	\$4,249,099	\$7,517,671
Stormwater Management	\$4,524,923	\$3,547,242	\$8,072,165
Landscaping, Hardscaping and Irrigation	\$1,131,955	\$868,045	\$2,000,000
Undergrounding of Electrical Conduit	\$226,390	\$73,610	\$300,000
Amenities	\$2,000,000	\$1,388,108	\$3,388,108
Professional Services	\$961,207	\$788,793	\$1,750,000
Total	\$19,046,694	\$13,113,380	\$32,160,074

Table 3

Varrea South

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$18,645,000.00
Total Sources	\$18,645,000.00

Uses

Project Fund Deposits:	
Project Fund	\$13,113,380.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$1,734,927.98
Capitalized Interest Fund	\$3,169,650.00
Delivery Date Expenses:	
Costs of Issuance	\$622,900.00
Rounding	\$4,142.02
Total Uses	\$18,645,000.00

Financing Assumptions:

Coupon Rate:	8.50%
Number of Annual Principal Payments:	30
Length of Capitalized Interest Period:	24 Months
Debt Service Reserve:	Max Annual Debt Service
Underwriter's Discount:	2.00%
Costs of Issuance:	\$250,000.00

Table 4

Varrea South

Community Development District

Benefit Allocation

Unit Type	Number of Units	ERU per Unit	Total ERU
TH 20'	113	0.40	45.20
PV 35'	114	0.70	79.80
SF 40'	98	0.80	78.40
SF 50'	317	1.00	317.00
SF 60'	102	1.20	122.40
Total	744		642.80

Benefit Allocation - Assessment Area Two

Unit Type	2024 Assessment Area Total		
	Number of Units	ERU per Unit	Total ERU
TH 20'	0	0.40	0.00
PV 35'	52	0.70	36.40
SF 40'	12	0.80	9.60
SF 50'	161	1.00	161.00
SF 60'	60	1.20	72.00
Total	285		279.00

Table 5

Varrea South

Community Development District

Bond Assessment Apportionment - Assessment Area Two

Unit Type	2024 Assessment	Total Costs		Bond	
	Area Total	Allocable to	Total Bond	Assessment Per	Annual Debt
	Number of Units	Area Two	Assessment	Unit	Service Payment*
TH 20'	0	\$0.00	\$0.00	\$0.00	\$0.00
PV 35'	52	\$1,710,849.58	\$2,432,537.63	\$46,779.57	\$4,352.87
SF 40'	12	\$451,213.08	\$641,548.39	\$53,462.37	\$4,974.70
SF 50'	161	\$7,567,219.28	\$10,759,301.08	\$66,827.96	\$6,218.38
SF 60'	60	\$3,384,098.06	\$4,811,612.90	\$80,193.55	\$7,462.06
Total	285	\$13,113,380.00	\$18,645,000.00		

* Includes costs of collection estimated at 4% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

Exhibit "A"

Strap	Owner	Bond Assessments
222811ZZZ000004693302P	D R HORTON INC	\$10,799,397.85
222814D4F000000006340P	D R HORTON INC	\$80,193.55
222814D4F000000006350P	D R HORTON INC	\$80,193.55
222814D4F000000006360P	D R HORTON INC	\$80,193.55
222814D4F000000006370P	D R HORTON INC	\$80,193.55
222814D4F000000006380P	D R HORTON INC	\$80,193.55
222814D4F000000006390P	D R HORTON INC	\$80,193.55
222814D4F000000006400P	D R HORTON INC	\$80,193.55
222814D4F000000006410P	D R HORTON INC	\$80,193.55
222814D4F000000006420P	D R HORTON INC	\$80,193.55
222814D4F000000006430P	D R HORTON INC	\$80,193.55
222814D4F000000006440P	D R HORTON INC	\$80,193.55
222814D4F000000006450P	D R HORTON INC	\$80,193.55
222814D4F000000006460P	D R HORTON INC	\$80,193.55
222814D4F000000006470P	D R HORTON INC	\$80,193.55
222814D4F000000006480P	D R HORTON INC	\$80,193.55
222814D4F000000006490P	D R HORTON INC	\$80,193.55
222814D4F000000006500P	D R HORTON INC	\$80,193.55
222814D4F000000006510P	D R HORTON INC	\$80,193.55
222814D4F000000006520P	D R HORTON INC	\$80,193.55
222814D4F000000006530P	D R HORTON INC	\$80,193.55
222814D4F000000006540P	D R HORTON INC	\$80,193.55
222814D4F000000006550P	D R HORTON INC	\$80,193.55
222814D4F000000006560P	D R HORTON INC	\$80,193.55
222814D4F000000006570P	D R HORTON INC	\$80,193.55
222814D4F000000006580P	D R HORTON INC	\$80,193.55
222814D4F000000006590P	D R HORTON INC	\$80,193.55
222814D4F000000006600P	D R HORTON INC	\$80,193.55
222814D4F000000006610P	D R HORTON INC	\$80,193.55
222814D4F000000006620P	D R HORTON INC	\$80,193.55
222814D4F000000006630P	D R HORTON INC	\$80,193.55
222814D4F000000006640P	D R HORTON INC	\$80,193.55
222814D4F000000006650P	D R HORTON INC	\$80,193.55
222814D4F000000006660P	D R HORTON INC	\$80,193.55
222814D4F000000006670P	D R HORTON INC	\$80,193.55
222814D4F000000006680P	D R HORTON INC	\$80,193.55
222814D4F000000006690P	D R HORTON INC	\$80,193.55
222814D4F000000006700P	D R HORTON INC	\$80,193.55
222814D4F000000006710P	D R HORTON INC	\$80,193.55
222814D4F000000006720P	D R HORTON INC	\$80,193.55
222814D4F000000006730P	D R HORTON INC	\$80,193.55
222814D4F000000006740P	D R HORTON INC	\$80,193.55
222814D4F000000006750P	D R HORTON INC	\$80,193.55
222814D4F000000006760P	D R HORTON INC	\$80,193.55
222814D4F000000006770P	D R HORTON INC	\$80,193.55
222814D4F000000006780P	D R HORTON INC	\$80,193.55
222814D4F000000006790P	D R HORTON INC	\$80,193.55

Exhibit "A"

Strap	Owner	Bond Assessments
222814D4F000000006800P	D R HORTON INC	\$80,193.55
222814D4F000000006810P	D R HORTON INC	\$80,193.55
222814D4F000000006820P	D R HORTON INC	\$80,193.55
222814D4F000000006830P	D R HORTON INC	\$80,193.55
222814D4F000000006840P	D R HORTON INC	\$80,193.55
222814D4F000000006850P	D R HORTON INC	\$80,193.55
222814D4F000000006860P	D R HORTON INC	\$80,193.55
222814D4F000000006870P	D R HORTON INC	\$80,193.55
222814D4F000000006880P	D R HORTON INC	\$80,193.55
222814D4F000000006890P	D R HORTON INC	\$80,193.55
222814D4F000000006900P	D R HORTON INC	\$80,193.55
222814D4F000000006910P	D R HORTON INC	\$80,193.55
222814D4F000000006920P	D R HORTON INC	\$80,193.55
222814D4F000000006930P	D R HORTON INC	\$80,193.55
222814D4F000000006940P	D R HORTON INC	\$80,193.55
222814D4F000000006950P	D R HORTON INC	\$80,193.55
222814D4F000000006960P	D R HORTON INC	\$80,193.55
222814D4F000000006970P	D R HORTON INC	\$80,193.55
222814D4F000000006980P	D R HORTON INC	\$80,193.55
222814D4F000000006990P	D R HORTON INC	\$80,193.55
222814D4F000000007000P	D R HORTON INC	\$80,193.55
222814D4F000000007010P	D R HORTON INC	\$80,193.55
222814D4F000000007020P	D R HORTON INC	\$80,193.55
222814D4F000000007030P	D R HORTON INC	\$80,193.55
222814D4F000000007040P	D R HORTON INC	\$80,193.55
222814D4F000000007050P	D R HORTON INC	\$80,193.55
222814D4F000000007060P	D R HORTON INC	\$80,193.55
222814D4F000000007070P	D R HORTON INC	\$80,193.55
222814D4F000000007080P	D R HORTON INC	\$80,193.55
222814D4F000000007090P	D R HORTON INC	\$80,193.55
222814D4F000000007100P	D R HORTON INC	\$80,193.55
222814D4F000000007110P	D R HORTON INC	\$80,193.55
222814D4F000000007120P	D R HORTON INC	\$80,193.55
222814D4F000000007130P	D R HORTON INC	\$80,193.55
222814D4F000000007140P	D R HORTON INC	\$80,193.55
222814D4F000000007150P	D R HORTON INC	\$80,193.55
222814D4F000000007160P	D R HORTON INC	\$80,193.55
222814D4F000000007170P	D R HORTON INC	\$80,193.55
222814D4F000000007180P	D R HORTON INC	\$80,193.55
222814D4F000000007190P	D R HORTON INC	\$80,193.55
222814D4F000000007200P	D R HORTON INC	\$80,193.55
222814D4F000000007210P	D R HORTON INC	\$80,193.55
222814D4F000000007220P	D R HORTON INC	\$80,193.55
222814D4F000000007230P	D R HORTON INC	\$80,193.55
222814D4F000000007240P	D R HORTON INC	\$80,193.55
222814D4F000000007250P	D R HORTON INC	\$80,193.55
222814D4F000000007260P	D R HORTON INC	\$80,193.55

Exhibit "A"

Strap	Owner	Bond Assessments
222814D4F000000007270P	D R HORTON INC	\$80,193.55
222814D4F000000007280P	D R HORTON INC	\$80,193.55
222814D4F000000007290P	D R HORTON INC	\$80,193.55
222814D4F000000007300P	D R HORTON INC	\$80,193.55
222814D4F000000007310P	D R HORTON INC	\$80,193.55
222814D4F000000007320P	D R HORTON INC	\$80,193.55
222814D4F000000007330P	D R HORTON INC	\$80,193.55
222814D4F000000007340P	D R HORTON INC	\$80,193.55
222814D4F000000007350P	D R HORTON INC	\$80,193.55
222814D4F000000007360P	D R HORTON INC	\$80,193.55
222814D4F000000007370P	D R HORTON INC	\$80,193.55
222814D4F000000007380P	D R HORTON INC	\$80,193.55
222814D4F000000007390P	D R HORTON INC	\$80,193.55
222814D4F000000007400P	D R HORTON INC	\$80,193.55
222814D4F000000007410P	D R HORTON INC	\$80,193.55
222814D4F000000007420P	D R HORTON INC	\$80,193.55
222814D4F000000007430P	D R HORTON INC	\$80,193.55
222814D4F000000007440P	D R HORTON INC	\$80,193.55
222814D4F000000007450P	D R HORTON INC	\$80,193.55
222814D4F000000007460P	D R HORTON INC	\$80,193.55

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

11C

RESOLUTION 2024-09

[DECLARING RESOLUTION – ASSESSMENT AREA TWO]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Varrea South Community Development District (the “District”) previously adopted, after notice and public hearing, Resolution 2022-10, relating to the imposition, levy, collection, and enforcement of special assessments on benefitted properties within Phases 1A, 1B, 1C, 2A and 2B of the development plan of the District pursuant to that certain *Master Special Assessment Methodology Report* dated February 11, 2022; and

WHEREAS, pursuant to Resolution 2022-10, the District previously adopted Resolution 2023-04 to set forth the specific terms of its Capital improvement Revenue Bonds, Series 2023 (Assessment Area One) (“Series 2023 Bonds”) and finalize the special assessments securing the Series 2023 Bonds over Phases 1A, 1B, 1C and 2A (referred to as “Assessment Area One”) pursuant to that certain *Final First Supplemental Special Assessment Methodology Report* dated April 20, 2023; and

WHEREAS, the Board of Supervisors (the “Board”) of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the similar infrastructure improvements within Phases 2B and 6A of the development (the “Assessment Area Two Improvements”) described in the District’s *Master Report of the District Engineer* dated February 11, 2022, as supplemented by that certain *First Supplemental Engineer’s Report for the District* dated March 2023, attached hereto as **Exhibit A** and incorporated herein by reference (the “Capital Improvement Plan”); and

WHEREAS, the lands within Phases 2B and 6A of the District benefit (“Assessment Area Two”) from the District’s Capital Improvement Plan; and

WHEREAS, it is in the best interest of the District to pay the cost of the Assessment Area Two Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “Assessments”); and

WHEREAS, the District is empowered by Chapter 190, Community Development Districts, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Tax Collections, Sales and Liens, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Assessment Area Two Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that, with respect to Assessment Area Two, benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received by the properties in Assessment Area Two as set forth in the *Master Special Assessment Methodology Report for Assessment Area Two* dated June 5, 2024, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District Records Office”); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

SECTION 1. Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. Assessments shall be levied to defray a portion of the cost of the Assessment Area Two Improvements.

SECTION 3. The nature and general location of, and plans and specifications for, the Assessment Area Two Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

SECTION 4. The total estimated cost of the Assessment Area Two Improvements is \$ (the “Estimated Cost”).

SECTION 5. The Assessments will defray approximately \$, which includes the Estimated Cost, plus financing-related costs, capitalized interest, if any, a debt service reserve, and contingency.

SECTION 6. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

SECTION 7. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Assessment Area Two Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

SECTION 8. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Assessment Area Two Improvements and the estimated cost of the Assessment Area Two Improvements, all of which shall be open to inspection by the public.

SECTION 9. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

SECTION 10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

SECTION 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of assessments or the making of improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

SECTION 12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Hillsborough County, Florida, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

SECTION 13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of June 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: (1) *Master Report of the District Engineer* dated February 11, 2022

(2) *First Supplemental Engineer's Report for the District* dated March 2023

Exhibit B: *Master Special Assessment Methodology Report for Assessment Area Two* dated June 5, 2024

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

11D

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Varrea South Community Development District (the "Board") has previously adopted Resolution 2024-09 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2024-09 a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District Office").

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

SECTION 1. There is hereby declared a public hearing to be held at _____:_____.m. on _____, 2024, at _____, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Hillsborough County, Florida (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of

this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of June 2024.

ATTEST:

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12A

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **_Varrea South Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Varrea South Community Development District

By: _____
Print: _____
Title: _____
Date: _____

Disclosure Technology Services, LLC


By:  _____
Print: Michael Klurman
Title: Vice President
Date: 01-02-2024

Exhibit A – Fee Schedule

Annual License Fee:

1. \$1000 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Craig Wrathell, Wrathell, Hunt & Associates, 2300 Glades Road, 33431

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or 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 under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all

newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12BI

AGREEMENT FOR QUARTERLY FOUNTAIN MAINTENANCE SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this 12th day of February, 2024, by and between:

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 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

FLORIDA FOUNTAINS & EQUIPMENT, LLC, a Florida limited liability company, with a mailing address of 17252 Alico Center Road, Suite 2, Fort Myers, Florida 33967 ("**Contractor**," together with the District, "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Act**"); and

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

WHEREAS, the District owns, operates and maintains four (4) fountains located on ponds located within the District boundaries ("**Fountains**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide quarterly fountain maintenance services for the Fountains, as more particularly described in Contractor's proposal attached hereto as **Exhibit A** ("**Services**") and incorporated herein by this reference; and

WHEREAS, Contractor represents that it is qualified and willing to provide such Services; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide the professional Services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in Exhibit A.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in Section 3 of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF QUARTERLY FOUNTAIN MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as Exhibit A. Exhibit A is attached solely for the purpose of clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in this Agreement and Exhibit A, unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager or his or her designee to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Seven Hundred Dollars (\$700.00)** per quarter for a not-to-exceed annual amount of **Two Thousand Eight Hundred Dollars (\$2,800.00)**.

B. The term of this Agreement shall be from **January 1, 2024, through September 30, 2024**, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations

with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its professional staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interests against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either 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, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services

rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Varrea South Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Florida Fountains & Equipment, LLC
17252 Alico Center Road, Suite 2
Fort Myers, Florida 33967
Attn: [REDACTED]

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 hereto 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 hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigations or claims arising out of this Agreement shall be in a court of appropriate jurisdiction, in and for Hillsborough County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; GILLYARDD@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, Florida 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. 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 any doubtful language will not be interpreted or construed against any Party.

SECTION 30. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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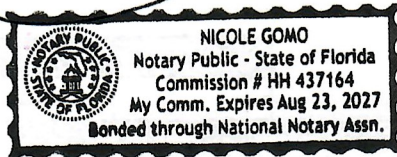
IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:



Secretary/Assistant Secretary


WITNESS:






Print Name: Nicole Gomo

VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT



Chair/Vice Chair, Board of Supervisors

FLORIDA FOUNTAINS & EQUIPMENT, LLC



By: Sean Helmsletter
Its: Operations Manager

Exhibit A Services Proposal

Exhibit A



Florida Fountains & Equipment, LLC

17252 Alko Center Rd Suite 2
Fort Myers, FL 33967
(239) 567-3030
Office@FLfountains.com
Admin@FLfountains.com

Proposal

Date	Estimate #
6/2/2023	2023-2080

Name / Address
Varrea of Hillsborough Community Assoc Ryan Zook

Description	Notes		Project	
	Qty	U/M	Rate	Total
FOUNTAIN CLEANING AGREEMENT Examine control panel Inspect all relays and contactors Inspect time clocks/photo cells to make sure they are functioning properly Meggar test motor and light cables (check cables for moisture) Clean (pressure wash) fountain, nozzle, screen and light fixtures Record approximate depth levels Inspect/Secure anchor lines Cleaning to be done: 4 times per year Cleaning costs shall be: \$175 per fountain, \$700 to be billed after each service, \$2,800 per year Customer: Varrea of Hillsborough Community Assoc. Number of Fountains to be serviced: 4 NOTE: This agreement does not include any services beyond fountain cleanings. Additional proposals will be issued for replacement parts and/or any other repairs that may be deemed necessary. NOTE: This agreement is active for a period of 2 years from signed approval date NOTE: This agreement may be canceled at any time by either party with written notice of 30 days prior to cancellation date. Please email approval back to Sean at office@flfountains.com Approval Signature <u>Wayne Faison</u>	16		175.00	2,800.00
We look forward to working with you!				
			Subtotal	
			Sales Tax (6.0%)	
			Total	



Florida Fountains & Equipment, LLC

17252 Alko Center Rd Suite 2
Fort Myers, FL 33967
(239) 567-3030
Office@FLfountains.com
Admin@FLfountains.com

Proposal

Date	Estimate #
6/2/2023	2023-2080

Name / Address
Varrea of Hillsborough Community Assoc Ryan Zook

Notes		Project		
		Fountain Cleanings		
Description	Qty	U/M	Rate	Total
Date <u>Jun 6, 2023</u>				
We look forward to working with you!				
Subtotal				\$2,800.00
Sales Tax (6.0%)				\$0.00
Total				\$2,800.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

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

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

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd #107 Cape Coral FL 33904	CONTACT NAME: Derek Hoines PHONE (A/C, No, Ext): 239-945-1900 E-MAIL ADDRESS: derek@olinhill.com FAX (A/C, No): 239-945-3163
INSURED Florida Fountains & Equipment LLC 17252 Alico Center Rd #2 Fort Myers FL 33967	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Co. INSURER B: Auto-Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 380148710

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	20894961	6/29/2023	6/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5073468700	5/24/2023	5/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Varrea South Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies where required by written contract. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

Varrea South CDD
2300 Glades Road #410W
Boca Raton FL 33481

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12BII



Florida Fountains & Equipment, LLC

17252 Alico Center Rd Suite 2

Fort Myers, FL 33967

(239) 567-3030

Office@FLfountains.com

Admin@FLfountains.com

Proposal

Date	Estimate #
1/10/2024	2024-21

Name / Address
Varrea South CDD 2300 Glades Rd #410W Boca Raton, FL 33431

Notes	Project
	Low Water Shutoff Switch

Description	Qty	U/M	Rate	Total
This proposal is to Varrea South CDD for the purchase and installation of (4) Low Water Shutoff Switches for the (4) onsite fountains from Florida Fountain & Equipment (FF&E).				
Low Water Shutoff Switch	4		1,025.00	4,100.00T
Labor to perform described work @ \$169.00/hr	8		169.00	1,352.00
If approved, please sign and return to Sean at office@flfountains.com				
<div>2/12/2024</div> <div>Sign & Date</div>				
We look forward to working with you!	Subtotal			\$5,452.00

Sales Tax (8.5%) \$348.50

Total \$5,800.50

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12C

**AGREEMENT BETWEEN THE VARREA SOUTH COMMUNITY DEVELOPMENT
DISTRICT AND RP PROPERTY PRESERVATION, LLC, REGARDING THE
PROVISION OF MONUMENT FOUNTAIN CLEANING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 20th day of February, 2024, by and between:

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

RP PROPERTY PRESERVATION, LLC, a Florida limited liability company, with a mailing address of 1803 N. Waterman Drive, Valrico, Florida 33594 (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”); and

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

WHEREAS, the District has a need to retain an independent contractor to provide weekly fountain cleaning services for monument fountains located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide fountain cleaning services to the fountains located in the monuments in the District and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional fountain

cleaning services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF FOUNTAIN CLEANING SERVICES. The Contractor will provide weekly fountain cleaning services for the monument fountains located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the weekly fountain cleaning Services described in this Agreement, the District agrees to pay the Contractor **Three Hundred Dollars (\$300.00) per month**. The term of this Agreement shall be from January 1, 2024, through September 30, 2024, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder

is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason

of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either 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, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Varrea South Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
---------------------------	---

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

RP Property Preservation, LLC
1803 N. Waterman Drive
Valrico, Florida 33594
Attn: Patrick Edmondson

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 hereto 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 hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida*

Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; GILLYARDD@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 29. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida*

Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

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

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**



Chair/Vice Chair, Board of Supervisors

RP PROPERTY PRESERVATION, LLC

By:  Patrick Edmondson
Its: Owner

Exhibit A: Description of Services

Exhibit A
Description of Services

ESTIMATE

RP Property Preservation
Valrico
Valrico, FL 33594

Glistenpools@gmail.com

Access Management

Bill to
Access Management
5322 Primrose Lake Circle Suite C
Tampa
FL
33647

Estimate details
Estimate no.: 4072
Estimate date: 09/07/2023

Product or service	Amount
1. Reoccurring pool service	\$300.00
weekly service of monument fountains for "Farm at Varrea". service includes chemicals, netting of surface, brushing, and vacuuming as needed. service also includes any and all filter maintenance (parts/ new elements not included in monthly price).	

Total	\$300.00
--------------	-----------------

Note to customer

Thank you for your business.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2024

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

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

PRODUCER Satanoff Insurance & Financial Service Agency LLC 1008 Upper Gulph Road Wayne PA 19087		CONTACT NAME: Satanoff Agency PHONE (A/C, No, Ext): (610) 971-2222 FAX (A/C, No): (484) 930-0152 E-MAIL ADDRESS: info@satanoffagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Main Street America Group	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED RP Property Preservation LLC 1803 Waterman Dr Valrico FL 33594		NAIC # 29939	
--	--	------------------------	--

COVERAGES**CERTIFICATE NUMBER:** CL242729543**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MPJ1792U	02/07/2024	02/07/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ INCLUDED						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Varrea South Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies where required by written contract. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

Varrea South CDD 2300 Glades Road #410W Boca Raton FL 33431		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

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

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

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd #107 Cape Coral FL 33904	CONTACT NAME: Derek Hoines PHONE (A/C, No, Ext): 239-945-1900 E-MAIL ADDRESS: derek@olinhill.com FAX (A/C, No): 239-945-3163
INSURED Florida Fountains & Equipment LLC 17252 Alico Center Rd #2 Fort Myers FL 33967	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Co. INSURER B: Auto-Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 380148710**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	20894961	6/29/2023	6/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5073468700	5/24/2023	5/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Varrea South Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies where required by written contract. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

Varrea South CDD
2300 Glades Road #410W
Boca Raton FL 33481

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12D

ADDENDUM TO PROPOSAL BETWEEN VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AND SPILT MILK CLEANING SERVICES LLC (“CONTRACTOR”) FOR TRASH MAINTENANCE SERVICES

District:	Varrea South Community Development District	Contractor:	Spilt Milk Cleaning Services LLC
Mailing Address:	2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	8761 N. 56 th Street #16574 Temple Terrace, Florida 33687
Phone:	(561) 571-0010	Phone:	(813) 364-4049

The following provisions govern the proposal, dated February 20, 2024, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for trash maintenance services in common areas:

1. The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. District agrees to compensate Contractor for the services identified in the Proposal at an amount of **One Hundred Ninety-Five Dollars (\$195.00)** per visit. Services shall be performed two (2) times per week (Tuesdays and Fridays) commencing January 2 2024, and ending September 30, 2024. This Agreement shall automatically renew for additional one-year terms unless terminated earlier pursuant to the provisions of this Agreement.
3. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District’s officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney’s fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than \$1,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
4. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be

effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

5. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
6. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon thirty (30) days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
7. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Andrew Kantarzhi** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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


8. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
9. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector

general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

10. Contractor acknowledges that, notwithstanding any other law or regulation that applies to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and*
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
11. Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

SPILT MILK CLEANING SERVICES LLC

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


By: Jose Ruiz
Its: Manager
Date: 22/02/2024

By: _____
Its: _____
Date: _____

EXHIBIT A
PROPOSAL

ESTIMATE



SPILT MILK CLEANING SERVICES LLC.

8761 N. 58th St. #16574
Temple Terrace, FL 33687
(813)364-4049

BILL TO

Varrea South CDD
2300 Glades Road #410W
Boca Raton, FL 33431

ESTIMATE #

E20240220

ESTIMATE DATE

02/20/2024

DESCRIPTION		AMOUNT
Scope of work:	Pick up trash from all common areas in the Farm at Varrea community.	\$65.00 Hourly
Service Dates:	Tuesdays & Fridays	
Time Frame:	3 Hours	
Clean Pros:	2	
		TOTAL: \$195 per visit

TERMS & CONDITIONS

All materials will be provided by Spilt Milk Cleaning Services. Thank you for allowing SPILT MILK CLEANING SERVICES to provide you with a proposal. Please let us know if you have any questions. Have A Milkknificent Day!

Thank you






Short Form Addendum to Trash Pick Up Agreement with Spilt Milk - Varrea South

Final Audit Report

2024-02-22

Created:	2024-02-21
By:	Wayne Faison (wfaison@accessdifference.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9WrCq3EqJfQUeU-DNErXuvRq9y4FE3qM

"Short Form Addendum to Trash Pick Up Agreement with Spilt Milk - Varrea South" History

-  Document created by Wayne Faison (wfaison@accessdifference.com)
2024-02-21 - 8:48:02 PM GMT
-  Document emailed to Jose Ruiz (spiltmilkclean@gmail.com) for signature
2024-02-21 - 8:48:06 PM GMT
-  Email viewed by Jose Ruiz (spiltmilkclean@gmail.com)
2024-02-21 - 9:03:15 PM GMT
-  Document e-signed by Jose Ruiz (spiltmilkclean@gmail.com)
Signature Date: 2024-02-22 - 2:56:50 PM GMT - Time Source: server
-  Agreement completed.
2024-02-22 - 2:56:50 PM GMT

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12E

**ADDENDUM TO PROPOSAL BETWEEN VARREA SOUTH COMMUNITY DEVELOPMENT
DISTRICT (“DISTRICT”) AND TAMPA WASH BROS LLC (“CONTRACTOR”) FOR CLEANING
SERVICES**

District:	Varrea South Community Development District	Contractor:	Tampa Wash Bros LLC
Mailing Address:	2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	1716 E. Henry Avenue Tampa, Florida 33610
Phone:	(561) 571-0010	Phone:	(813) 804-8293

The following provisions govern the proposal, dated February 20, 2024, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for quarterly cleaning services:

1. The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. District agrees to compensate Contractor for the services identified in the Proposal at an amount of **Two Thousand Three Hundred Eighty Dollars (\$2,380.00)** per quarter. Services shall be performed quarterly commencing January 11, 2024, and ending September 30, 2024. This Agreement shall automatically renew for additional one-year terms unless terminated earlier pursuant to the provisions of this Agreement.
3. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District’s officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney’s fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than \$1,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
4. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a

reputable insurance carrier, licensed to conduct business in the State of Florida.

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

5. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
6. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon thirty (30) days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
7. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Andrew Kantarzhi** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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


8. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
9. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate

in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

10. Contractor acknowledges that, notwithstanding any other law or regulation that applies to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and*
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
11. Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

TAMPA WASH BROS LLC

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


By: Ryan Waterbury
Its: Owner/Operator
Date: 21/02/2024

By: _____
Its: _____
Date: _____

EXHIBIT A PROPOSAL

Tampa Wash Bros LLC

1715 E Henry Ave

813-804-8293

tampawashbros@gmail.com

Tampa FL 33610

F: Fax Number

www.tampawashbros.com

Bill To: Vaires South CDD

2300 Glades Road #410W

Boca Raton, FL 33431

Fax:

Estimate #: 28

Estimate Date: 02/20/2024

Email: wfaison@accessdifference.com

Quote For:

Farm at Verrera - Quote for Quarterly Cleanings

Item #	Description	Qty	Unit Price/SqFt	Discount	Price
1	10/Pagoda - Community Center Awning				\$ 350.00
2	Fences - includes both sides				\$ 1,125.00
3	Entrance Curbs + Monuments				\$ 425.00
4	Light Posts - \$15 ea or \$500 total		\$		\$ 300.00
5	Bundle/Quarterly Discount			50%	\$ (1,020.00)
6					
7					
8					
					\$
					\$
					\$
					\$
Quote Subtotal					
Tax Rate					
Sales Tax					\$
Other					
Deposit Received					
TOTAL					\$ 2,380.00

Make all checks payable to Tampa Wash Bros LLC.

Checks can be sent to: 1715 E Henry Ave, Tampa FL 33610

Text or Venmo Payments: 813-804-8293






Short Form Addendum to Cleaning Services Proposal with Tampa Wash Bros - Varrea South

Final Audit Report

2024-02-22

Created:	2024-02-21
By:	Wayne Faison (wfaison@accessdifference.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdD_IGrjiKgWFgTGbor50FdWy1NuY2f-D

"Short Form Addendum to Cleaning Services Proposal with Tampa Wash Bros - Varrea South" History

-  Document created by Wayne Faison (wfaison@accessdifference.com)
2024-02-21 - 8:40:36 PM GMT
-  Document emailed to Ryan Waterbury (tampawashbros@gmail.com) for signature
2024-02-21 - 8:40:39 PM GMT
-  Email viewed by Ryan Waterbury (tampawashbros@gmail.com)
2024-02-21 - 8:41:12 PM GMT
-  Document e-signed by Ryan Waterbury (tampawashbros@gmail.com)
Signature Date: 2024-02-22 - 0:11:33 AM GMT - Time Source: server
-  Agreement completed.
2024-02-22 - 0:11:33 AM GMT

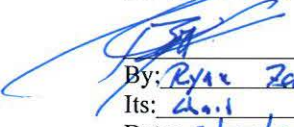
in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

10. Contractor acknowledges that, notwithstanding any other law or regulation that applies to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and*
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
11. Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

TAMPA WASH BROS LLC


By: Ryan Waterbury
Its: Owner
Date: 26/02/2024

VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT


By: Ryan Zapp
Its: Asst
Date: 2/27/2024

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

12F

AGREEMENT FOR WILDLIFE REMOVAL SERVICES

This Agreement (“Agreement”) is made and entered into this 1st day of May, 2024 by and between:

Varrea South Community Development District, a local unit of special-purpose government established pursuant to *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

Bad Boar Trapping & Outfitters LLC, a Florida limited liability company, with a mailing address of 1615 6th Street SE, Ruskin, Florida 33570 (hereinafter “Contractor”, together with District the “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide certain hog removal services relative to property within the District; and

WHEREAS, Contractor represents that it is qualified to provide such services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services, as described in **Exhibit A**.
- B. Contractor shall provide the materials, tools, and labor necessary to perform the Services. The Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- C. While providing the Services, the Contractor shall assign such staff as may be

required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

- D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement. Any additional services rendered will be quoted and approved by the District Manager before any work is started.
- B.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1)** The District hereby designates Access Residential Management, LLC, D/B/A Access Management, to act as its representative.
 - (2)** Upon request by the District representative, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- C.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Two Thousand Five Hundred (\$2,500) per month as described

in the Proposal attached as **Exhibit A**. Any additional services or fees rendered will be quoted and approved by the District Manager before any work is started.

- B.** This Agreement shall become effective upon full execution by all Parties hereto and shall remain in effect until terminated by either Party in accordance with this Agreement.
- C.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 7. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interest, expenses, damages, penalties, fines, or judgments against the District.
- B.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

SECTION 8 LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers, environmental requirements and any other requirements existing now or in the future that apply to the Services as required under the law. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly

or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either 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, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All

other permits, licenses, certifications or other regulatory requirements necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:

Varrea South
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With copies to:

Access Residential Management
1170 Celebration Blvd., Suite 202
Celebration, Florida 34747
Attn: Varrea South Field Manager

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Bad Boar Trapping &
Outfitters LLC]
1615 6th Street SE
Ruskin, Florida 33570

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 hereto 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 hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough County, Florida.

SECTION 25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

SECTION 29. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor shall provide sixty (60) days' written notice of termination without cause. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 30. E-VERIFY. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

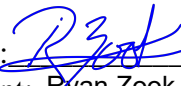
Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities,

including with the District (“Prohibited Criteria”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**VARREA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print: Ryan Zook
Its: Chair

**BAD BOAR TRAPPING &
OUTFITTERS, LLC**


By: 
Print: Donald Buzbee
Its: owner

EXHIBIT A



BAD BOAR TRAPPING & OUTFITTERS LLC

OFFICIAL CONTRACT

We, Farm at Varrea, have contracted **BBTO** to remove feral hogs from the property or properties at the Farm at Varrea in Plant City, FL.

BBTO will provide services at the above locations as follows:

Full-Service Trap Rental: \$2,500.00 per month with a 3 month minimum (Includes up to two traps and dogs if necessary).

Set Up & Removal Fee: N/A

Fee If Trap Is Stolen And/Or Vandalized: \$700.00

Fee If Feeder Is Stolen And/Or Vandalized: : \$200.00

Fee if Game Camera Is Stolen And/Or Vandalized: : \$650.00

All items will be secured with cable and lock

Under FWC Guidelines, all raccoons must be properly dispatched instead of relocated due to potential spread of diseases

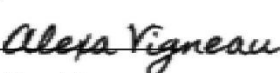
Property owners;

Sign: 

Print: Ryan Zook

Date: 4/24/24

BBTO:

Sign: 

Print: Alexa Vigneau

Date: 4/9/24

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2024

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

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

PRODUCER Southshore Insurance Professionals LLC 11216 Winthrop Main St Riverview FL 33578		CONTACT NAME: Michelle Mosher PHONE (A/C, No, Ext): (813) 448-7580 FAX (A/C, No): (813) 435-5147 E-MAIL ADDRESS: michelle@southshoreins.com	
INSURED Bad Boar Trapping & Outfitters LLC 1615 6th St. Ruskin FL 33570		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3AA666253	04/26/2024	04/26/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Varrea South CDD, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and noncontributory with respect to the Additional Insureds, all such required insurance policies shall include a 30 Day Notice of Cancellation that applies in favor of the Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

Varrea South CDD 2300 Glades Road #410W Boca Raton FL 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle Mosher</i>
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VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2024**

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2024**

	General Fund	Debt Service Fund 2023	Capital Projects Fund 2023	Total Governmental Funds
ASSETS				
Cash	\$ 39,481	\$ -	\$ -	\$ 39,481
Investments				
Revenue	-	477,998	-	477,998
Reserve	-	295,557	-	295,557
Construction	-	-	359,860	359,860
Cost of issuance	-	1,347	-	1,347
Due from Landowner	161,727	71,086	-	232,813
Total assets	<u>\$ 201,208</u>	<u>\$ 845,988</u>	<u>\$ 359,860</u>	<u>\$ 1,407,056</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	89,653	-	-	89,653
Contracts payable	-	-	362,774	362,774
Due to other	860	-	-	860
Due to Landowner	-	13,992	715	14,707
Landowner advance	106,000	-	-	106,000
Total liabilities	<u>196,513</u>	<u>13,992</u>	<u>363,489</u>	<u>573,994</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	161,727	71,086	-	232,813
Total deferred inflows of resources	<u>161,727</u>	<u>71,086</u>	<u>-</u>	<u>232,813</u>
Fund balances:				
Restricted for:				
Debt service	-	760,910	-	760,910
Capital projects	-	-	(3,629)	(3,629)
Unassigned	(157,032)	-	-	(157,032)
Total fund balances	<u>(157,032)</u>	<u>760,910</u>	<u>(3,629)</u>	<u>600,249</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 201,208</u>	<u>\$ 845,988</u>	<u>\$ 359,860</u>	<u>\$ 1,407,056</u>

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 173,213	\$ 1,551,426	11%
Total revenues	-	173,213	1,551,426	11%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	4,532	15,146	25,000	61%
Engineering	-	-	3,500	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	83	583	2,000	29%
Emma software services	-	1,000	-	N/A
Trustee	4,246	4,246	11,000	39%
Telephone	139	687	200	344%
Postage	-	-	500	0%
Printing & binding	42	292	500	58%
Legal advertising	-	1,159	6,500	18%
Annual special district fee	-	175	175	100%
Insurance	-	5,590	5,913	95%
Contingencies/bank charges	21	101	500	20%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	13,063	57,894	111,203	52%
Field operations				
Property insurance	-	-	50,000	0%
Field operations management	6,666	6,667	53,712	12%
Landscape maintenance	117,406	160,300	350,000	46%
Landscape replacement	3,264	12,690	150,000	8%
Mulch replacement	-	-	75,000	0%
Streetlights	-	8,813	195,471	5%
Fountains	6,152	7,655	6,000	128%
Fountains electric	4,898	4,898	24,000	20%
Ponds	7,256	15,020	30,240	50%
Entrance monuments	-	300	24,000	1%
Amenity center	-	-	320,000	0%
Reclaim water	3,396	10,837	12,500	87%
Electirc non fountain & streetlights	26,293	30,210	40,000	76%
Other/misc.	3,448	7,732	55,000	14%
Total field operations	178,779	265,122	1,385,923	19%
Other fees & charges				
Tax collector	-	-	54,300	0%

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Total other fees & charges	-	-	54,300	0%
Total expenditures	191,842	323,016	1,551,426	21%
Excess/(deficiency) of revenues over/(under) expenditures	(191,842)	(149,803)	-	
Fund balances - beginning	34,810	(7,229)	-	
Fund balances - ending	\$ (157,032)	\$ (157,032)	\$ -	

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,413	\$ 320,491	\$ 320,106	100%
Assessment levy: off-roll	-	142,173	284,346	50%
Interest	3,210	15,318	-	N/A
Total revenues	<u>4,623</u>	<u>477,982</u>	<u>604,452</u>	79%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	227,597	456,466	50%
Total debt service	<u>-</u>	<u>227,597</u>	<u>591,466</u>	38%
Other fees & charges				
Tax collector fees	28	6,404	13,338	48%
Total other fees and charges	<u>28</u>	<u>6,404</u>	<u>13,338</u>	48%
Total expenditures	<u>28</u>	<u>234,001</u>	<u>604,804</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	4,595	243,981	(352)	
Fund balances - beginning	756,315	516,929	523,155	
Fund balances - ending	<u>\$ 760,910</u>	<u>\$ 760,910</u>	<u>\$ 522,803</u>	

**VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,502	\$ 10,282
Total revenues	<u>1,502</u>	<u>10,282</u>
EXPENDITURES		
Construction costs	<u>5,975</u>	<u>363,692</u>
Total expenditures	<u>5,975</u>	<u>363,692</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,473)	(353,410)
Fund balances - beginning	844	349,781
Fund balances - ending	<u>\$ (3,629)</u>	<u>\$ (3,629)</u>

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

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

The Board of Supervisors of the Varrea South Community Development District held a Public Meeting on December 1, 2023 at 12:05 p.m., at the offices of D.R. Horton, Inc., 3501 Riga Blvd., Suite 100, Tampa, Florida 33619.

Present were:

Andrew Kantarzhi	District Manager
Robert Ferrante	CEPRA Landscape
Bill Leavens	Landscape Maintenance Professionals, Inc.
Luke Blackson	United Land Services
Jon Souers	Yellowstone Landscape
David Lucadano	RedTree Landscape Systems LLC

FIRST ORDER OF BUSINESS

Call to Order

NOTE: NO OFFICIAL ACTION OF THE BOARD WILL BE TAKEN

Mr. Kantarzhi called the meeting to order at 12:12 p.m. The purpose of this meeting is to open the responses to the Request for Proposals (RFP) and record them. No questions or comments from the public will be answered.

SECOND ORDER OF BUSINESS

**Public Opening of Landscape and Irrigation
Maintenance Services RFP Proposal
Packages**

Mr. Kantarzhi presented in order, the five sealed bids received in response to the RFP for Landscape and Irrigation Maintenance General Services for the Initial Term, as follows:

1. CEPRA Landscape: The bid package was received on December 1, 2023 at 8:38 a.m. (Eastern Time). The bid package was sealed and, upon opening, it contained one original and five copies of the response to the RFP; it did not include the required flash drive with the electronic copy. The bid totals \$198,108.00.

During the opening of each bid, Mr. Kantarzhi provided each respondents' Initial Phases A, B, C and D Monthly Lump Sum costs breakdown for General Services. It was noted that a public records request for the audio or CDD-related documents can be submitted to

Management and the meeting minutes are posted on the CDD website, once approved by the Board.

2. Landscape Maintenance Professionals, Inc. (LMP): The bid package was received on December 1, 2023 at 10:31 a.m. (Eastern Time). The bid package was sealed and, upon opening, it contained one original and five copies of the response to the RFP and a flash drive with the electronic copy. It also included a sealed envelope from the Bank of Tampa. The bid totals \$157,329.00.

Mr. Kantarzhi noted LMP's four one-year renewal costs and noted that the other respondents did not include that information in their proposals.

3. United Land Services: The bid package was received on December 1, 2023 at 11:34 a.m. (Eastern Time). The bid package was sealed and, upon opening, it contained one original and five copies of the response to the RFP, a flash drive with the electronic copy and a business card. The bid totals \$337,950.00.

4. Yellowstone Landscape: The bid package was received on December 1, 2023 at 11:35 a.m. (Eastern Time). The bid package was sealed and, upon opening, it contained one original and five copies of the response to the RFP and a flash drive with the electronic copy. The bid totals \$105,300.00.

5. RedTree Landscape Systems LLC: The bid package was received on December 1, 2023 at 11:35 a.m. (Eastern Time). The bid package was sealed and, upon opening, it contained one original and five copies of the response to the RFP, and a flash drive with the electronic copy. The bid totals \$226,800.00.

THIRD ORDER OF BUSINESS

Adjournment

The meeting adjourned at 1:50 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

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

The Board of Supervisors of the Varrea South Community Development District held a Regular Meeting on December 8, 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
Ryan Hoppe	Assistant Secretary
Brian Janek	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Ryan Dugan	District Counsel
Tonja Stewart (via telephone)	District Engineer
Scott Herman	Landscape Maintenance Professionals, Inc. (LMP)
Bill Leavens	LMP
Jon Souers	Yellowstone Landscape

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

▪ Consideration of Responses to RFP for Landscape and Irrigation Maintenance Services

This item, previously the Eighth Order of Business, was presented out of order.

A. Affidavit of Publication

B. Respondents

I. CEPRA Landscape

II. LMP**III. RedTree Landscape Systems****IV. United Land Services****V. Yellowstone Landscape**

Mr. Kantarzhi stated that all five responses to the Request for Proposals (RFP) were sent to the Board before the meeting. Mr. Dugan stated he and Mr. Kantarzhi reviewed all the responses and identified minor variances that did not impact the bids. They recommended considering all the bids received and waiving the variance in the bidding process, which was being unable to get the addendum to all the respondents, as he believes the contents did not impact the bids or pricing.

The respondent representatives left the meeting room while the others presented to the Board.

Mr. Jon Souers, of Yellowstone Landscape (Yellowstone), reviewed professional experience, noted extensive review of the RFP and welcomed the opportunity to work with the CDD. Mr. Dugan asked about the ability to provide staffing levels for the initial phase and going forward. Mr. Souers stated that staffing will not be an issue.

Mr. Bill Leavens, of Landscape Maintenance Professionals, Inc. (LMP), stated he is retiring from LMP in June and introduced Mr. Scott Herman, his replacement. He provided an overview of LMP. He stated that the property was inspected and it was noted that the roundabout with the elevated area will be a problem. He appreciated the opportunity for consideration. Mr. Dugan asked about the ability to provide adequate staffing levels for the current project and phases going forward. Mr. Leavens stated LMP is prepared and LMP implements varied summer and winter staffing schedules.

C. Evaluation Criteria/Ranking

Mr. Kantarzhi recalled that, at the last meeting, the Board agreed to evaluate and rank the RFP respondents as a group.

Mr. Zook provided his scores for each respondent in each category and explained his reasoning for his scores. The Board discussed each category and agreed with Mr. Zook's scoring recommendations.

Mr. Kantarzhi recapped the overall group scores and ranking, as follows:

70	#1	CEPRA Landscape	95.32 Points
71	#2	Yellowstone Landscape	90.00 Points
72	#3	LMP	86.69 Points
73	#4	RedTree Landscape Services	84.64 Points
74	#5	United Land Services	83.12 Points

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76 **On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor,**
77 **accepting the joint scores and ranking as the Board's scores and ranking, was**
78 **approved.**

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81 **D. Award of Contract**

82

83 **On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, ranking**
84 **CEPRA Landscape as the #1 ranked respondent to the RFP for Landscape and**
85 **Irrigation Maintenance Services and awarding the contract to CEPRA**
86 **Landscape, was approved.**

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89 **THIRD ORDER OF BUSINESS**

**Consideration of RP Property Preservation,
LLC Agreement Regarding the Provision of
Monument Fountain Cleaning Services**

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93 Mr. Kantarzhi stated that Mr. Dugan worked on the Agreements behind Tabs 3, 4, 5 and

94 6.

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96 **On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the RP**
97 **Property Preservation, LLC Agreement Regarding the Provision of Monument**
98 **Fountain Cleaning Services, in a not-to-exceed amount of \$300 monthly, was**
99 **approved.**

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102 **FOURTH ORDER OF BUSINESS**

**Consideration of Blue Water Aquatics, Inc.,
Agreement for Pond Maintenance Services**

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105 Mr. Kantarzhi presented the Agreement. The First Addendum for eight additional pond

106 and waterway maintenance services was included for informational purposes.

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On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the Blue Water Aquatics, Inc., Agreement for Pond Maintenance Services, in an amount of \$2,942.00 monthly, for a not-to-exceed annual total of \$35,304.00, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Florida Field Services Group, LLC Agreement Regarding the Provision of Dog Waste Removal Services**

Mr. Zook asked about the process to increase services, as needed. Ms. Cerbone provided additional language for the motion to address this. It was noted that, when necessary, future executed Amendments to the Agreement will be presented for ratification at the following meeting.

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the Florida Field Services Group, LLC Agreement Regarding the Provision of Dog Waste Removal Services, in a not-to-exceed amount of \$300 monthly, and authorizing updates for additional services, subject to review and approval by District Counsel and the Chair, were approved.

SIXTH ORDER OF BUSINESS**Consideration of Florida Fountains & Equipment, LLC Agreement for Quarterly Fountain Maintenance Services**

On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the Florida Fountains & Equipment, LLC Agreement for Quarterly Fountain Maintenance Services, in a not-to-exceed amount of \$700 per quarter, for a not-to-exceed annual total of \$2,800, and authorizing updates for additional services, subject to review and approval by District Counsel and the Chair, were approved.

SEVENTH ORDER OF BUSINESS**Ratification of Stantec Consulting Services Inc., Work Authorization Number 3 [On-Going Annual General Engineering Consulting Services]**

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, Stantec Consulting Services Inc., Work Authorization Number 3 for On-Going Annual General Engineering Consulting Services, in a not-to-exceed amount of \$3,500, was ratified.

EIGHTH ORDER OF BUSINESS**Consideration of Responses to RFP for
Landscape and Irrigation Maintenance
Services**

This item was presented following the Second Order of Business.

A. Affidavit of Publication**B. Respondents****I. CEPRA Landscape****II. LMP****III. RedTree Landscape Systems****IV. United Land Services****V. Yellowstone Landscape****C. Evaluation Criteria/Ranking****D. Award of Contract****NINTH ORDER OF BUSINESS****Ratification of Acquisition of Phase 2A
Roadways and Utility Improvements**

Mr. Kantarzhi stated that the for this agenda items were included in the tablet version but was omitted from the physical agenda. Mr. Dugan stated that he worked with the CDD and the Developer in preparing the acquisition documents for the Phase 2A utilities, totaling \$3,930,874.94. The utility improvements are being conveyed to the City for operations and maintenance (O&M).

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the Letter Agreement for Acquisition of Phase 2A Roadways and Utility Improvements, was ratified.

TENTH ORDER OF BUSINESS**Ratification of Access Residential
Management LLC, D/B/A Access
Management Field Operations Agreement**

Mr. Zook asked for clarification of the procedures for handling CDD Field Operations matters. Ms. Cerbone stated Mr. Kantarzhi will contact Mr. Wayne Faison, the CDD Field Operations Manager, and copy Mr. Walters to clarify the scope of service and how CDD matters are to be processed. Outlook invites will be sent to Mr. Faison to attend CDD meetings. Mr. Zook asked to be copied on all emails.

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the Access Residential Management LLC, D/B/A Access Management Field Operations Agreement, was ratified.

ELEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of October 31, 2023**

The following change was made:

Page 2: Change "Electirc" to "Electric"

Ms. Cerbone expects to send funding requests this month to cover two months of CDD operating expenses.

On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the Unaudited Financial Statements as of October 31, 2023, as amended, were accepted.

TWELFTH ORDER OF BUSINESS**Approval of August 11, 2023 Public Hearing
and Regular Meeting Minutes**

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the August 11, 2023 Public Hearing and Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kutak Rock, LLP

Mr. Dugan stated his belief that there are construction funds available from the bond issue. He will work with the District Manager to process a requisition related to the Acquisition of Phase 2A Roadways and Utility Improvements.

B. District Engineer: Stantec Consulting Services, Inc.

Ms. Stewart stated she will include a proposal for community mapping on the next agenda, which outlines CDD ownership and maintenance and easement areas. Ms. Cerbone recommended obtaining authorization for this now since the next meeting might not be for a few months.

Discussion ensued regarding the purpose of creating a map, when to implement the project, the cost and including a Board Member resignation and appointment of a new Board Member on the next agenda.

Ms. Stewart stated she will email the proposal and mapping samples to Ms. Cerbone to distribute to the Board.

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

- **NEXT MEETING DATE: January 12, 2024 at 10:00 A.M.**

- **QUORUM CHECK**

The January 12, 2024 meeting will be cancelled. The next meeting will likely be in May 2024.

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

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS**Public Comments**

There were no public comments.

SIXTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the meeting adjourned at 10:40 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



Craig Latimer
Supervisor of Elections

Our Vision: To be the best place in America to vote

GOVERNOR'S
STERLING
AWARD
RECIPIENT

May 1, 2024

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2024, listed below.

Community Development District	Number of Registered Electors
Varrea South	201

We ask that you respond to our office with a current list of CDD office holders by **June 1** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ewhite@votehillsborough.gov.

Respectfully,

Enjoli White
Senior Candidate Services Manager

VoteHillsborough.gov

Fred B. Karl County Center
601 E. Kennedy Blvd., 16th Floor, Tampa, FL 33602



(813) 744 - 5900

Robert L. Gilder Elections Service Center
2514 N. Falkenburg Rd., Tampa, FL 33619

See website for regional office locations.

VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2023 CANCELED	Regular Meeting	10:00 AM
November 10, 2023 CANCELED	Regular Meeting	10:00 AM
December 8, 2023	Regular Meeting	10:00 AM
January 12, 2024 CANCELED	Regular Meeting	10:00 AM
February 9, 2024 CANCELED	Regular Meeting	10:00 AM
March 8, 2024 CANCELED	Regular Meeting	10:00 AM
April 12, 2024 CANCELED	Regular Meeting	10:00 AM
May 10, 2024 CANCELED	Regular Meeting	10:00 AM
June 5, 2024	Regular Meeting	9:00 AM
June 14, 2024 <i>rescheduled to June 5, 2024</i>	Regular Meeting	10:00 AM
July 12, 2024	Regular Meeting	10:00 AM
August 9, 2024	Regular Meeting	10:00 AM
September 13, 2024	Regular Meeting	10:00 AM