

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**August 9, 2024**

**BOARD OF SUPERVISORS**

**PUBLIC HEARINGS  
AND REGULAR  
MEETING AGENDA**

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

**AGENDA**  
**LETTER**

**Varrea South Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 2, 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 Public Hearings and a Regular Meeting on August 9, 2024 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Anne Mize (Seat 2) *(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
4. Acceptance of Resignation of Brian Janek (Seat 3); *Term Expires November 2026*
5. Consider Appointment of Ethan Broadwater to Fill Unexpired Term of Seat 3
  - Administration of Oath of Office
6. Acceptance of Resignation of Ryan Hoppe (Seat 5); *Term Expires November 2024*
7. Consider Appointment of Kyle Keenan to Fill Unexpired Term of Seat 5
  - Administration of Oath of Office
8. Acceptance of Resignation of Cody You (Seat 4); *Term Expires November 2026*

**ATTENDEES:**

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

9. Consider Appointment of Michelle Guerrier to Fill Unexpired Term of Seat 4
  - Administration of Oath of Office
10. Consideration of Resolution 2024-11, Electing and Removing Officers of the District and Providing for an Effective Date
11. Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements
  - *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*
  - *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*
  - A. Affidavit/Proof of Publication
  - B. Mailed Notice to Property Owner(s)
  - C. Engineer's Report *(for informational purposes)*
  - D. Master Special Assessment Methodology Report *(for informational purposes)*
  - E. Consideration of Resolution 2024-12, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Area Two Assessments (as Hereinafter Defined) on Property Specially Benefited by the Area Two Project (as Hereinafter Defined) to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170, 190, and 197, Florida Statutes; Confirming The District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date
12. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
  - A. Affidavit of Publication
  - B. Consideration of Resolution 2024-13, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date



13. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owners
  - C. Consideration of Resolution 2024-14, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
14. Public Hearing to Hear Public Comments and Objections to the Adoption of the Joint Rules, Policies, and Fees Regarding Amenity Facilities, Pursuant to Sections 120.54 and 190.035, Florida Statutes
  - A. Affidavits of Publication
  - B. Consideration of Resolution 2024-15, Adopting 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
15. Discussion: Conservation Area Policy
16. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
17. Consideration of Protective Security Service, LLC, First Amendment to Security Services Agreement
18. Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank *(to potentially be provided under separate cover)*
19. Consideration of Resolution 2024-16, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023
20. Consideration of Certified Lifeguard Services
21. Acceptance of Unaudited Financial Statements as of June 30, 2024
22. Approval of June 5, 2024 Regular Meeting Minutes

23. Staff Reports

- A. District Counsel: *Kutak Rock, LLP*
- B. District Engineer: *Stantec Consulting Services, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: September 13, 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	ANNE MIZE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 3	ETHEN BROADWATER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 4	MICHELLE GUERRIER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 5	KYLE KEENAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No

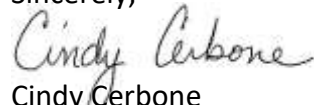
24. Board Members' Comments/Requests

25. Public Comments

26. 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: 801 901 3513**

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

**3A**

**Daphne Gillyard**

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**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



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## **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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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**

**3B**



# **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**

**3C**

# FLORIDA COMMISSION ON ETHICS



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

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**2024**

# State of Florida

## COMMISSION ON ETHICS

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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](http://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](http://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](http://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](http://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](http://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**

**3D**

# 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:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

## 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**

# **4**

**NOTICE OF TENDER OF RESIGNATION**

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

From: Brian Janek  
Printed Name

Date: 6/5/24  
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](mailto: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.

Brian Janek  
Signature

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

**NOTICE OF TENDER OF RESIGNATION**

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

From: Ryan Hoppe  
Printed Name

Date: 6/5/2024  
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](mailto: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.

  
Signature

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**



**NOTICE OF TENDER OF RESIGNATION**

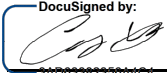
To: Board of Supervisors  
Varrea South Community Development District  
Attn: District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Cody You  
\_\_\_\_\_  
Printed Name

Date: 8/7/2024  
\_\_\_\_\_  
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](mailto: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.

DocuSigned by:  
  
\_\_\_\_\_  
Signature

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10**

## RESOLUTION 2024-11

### 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 August 9, 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 August 9, 2024:

<u>Brian Janek</u>	Assistant Secretary
<u>Ryan Hoppe</u>	Assistant Secretary
<u>Cody You</u>	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 9<sup>TH</sup> DAY OF AUGUST, 2024.**

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **11A**


**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Hillsborough

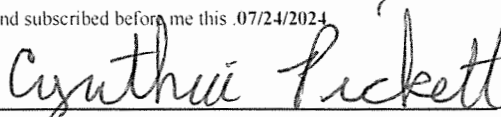
} ss

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of Debt Assessment Hearing** was published in said newspaper by print in the issues of: **7/17/24, 7/24/24** or by publication on the newspaper's website, if authorized, on

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

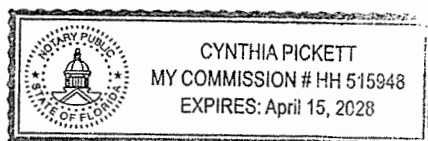
  
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this **07/24/2024**

  
\_\_\_\_\_  
Signature of Notary Public

Personally known \_\_\_\_\_ X \_\_\_\_\_ or produced identification

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



**NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR MEETING OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors ("Board") of Varrea South Community Development District ("District") will hold public hearings and a regular meeting at 10:00 a.m. on August 9, 2024, at 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the District depicted below, and to provide for the levy, collection, and enforcement of the special assessments on lands within the District consisting of phases 2B and 6A of the development which comprises "Assessment Area Two" within the boundaries of the District. The streets and areas to be improved are geographically depicted below and in the District's *Master Report of the District Engineer*, dated February 11, 2022, as supplemented by the *First Supplemental Engineer's Report for the Varrea South Community Development District*, dated March 2023 (together, the "Improvement Plan"). The public hearing is being conducted pursuant to Chapters 170, 190, and 197, Florida Statutes. All persons interested may ascertain the description of the property to be assessed and the amount to be assessed to each piece or parcel of property at the District Manager's office located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District Manager's Office").

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements within Phases 2B and 6A of the development plan (the "Assessment Area Two Improvements") are currently expected to include, but are not limited to, onsite roadway improvements, stormwater facilities, potable water, wastewater, and reclaim water systems, amenity improvements, landscape/irrigation/

hardscape improvements, undergrounding of electric conduit, and other improvements, all as more specifically described in the Improvement Plan, on file and available during normal business hours at the District Manager's Office.

The District intends to impose assessments on benefited lands within Assessment Area Two in the manner set forth in the *District's Master Special Assessment Methodology Report for Assessment Area Two*, dated June 5, 2024 (the "Assessment Report"), which is on file and available during normal business hours at the District Manager's Office. The Assessment Report identifies maximum assessment amounts for each land use category currently expected to be assessed. The method of allocating assessments for the Assessment Area Two Improvements to be funded by the District will initially be determined on an equal assessment per gross acre basis, and will be allocated on an equivalent residential unit ("ERU") basis at the time that such property is platted, site planned, or subjected to a declaration of condominium. The Assessment Report allocates the proposed debt over certain developable property included in Assessment Area Two. Please consult the Assessment Report for more details.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$18,645,000 in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment, and interest. The proposed schedule of assessments is as follows:

Product Type	ERU (per unit)	Maximum Principal (per unit)	Maximum Annual Installment (per unit)*
PV 35'	0.70	\$46,779.57	\$4,352.87
SF 40'	0.80	\$53,462.37	\$4,974.70
SF 50'	1.00	\$66,827.96	\$6,218.38
SF 60'	1.20	\$80,193.55	\$7,462.06

\*includes collection fees and early payment discount allowances

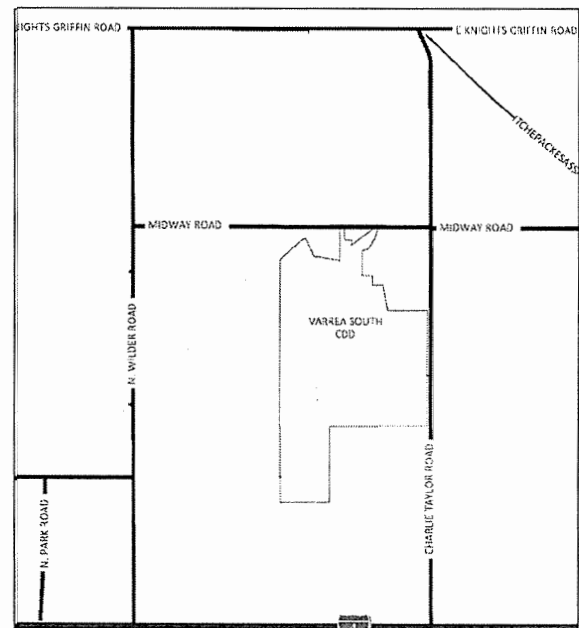
The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments may be collected on the Hillsborough County ("County") tax roll by the County Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also, at 10:00 a.m. on August 9, 2024, at 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and/or the public hearing may be continued in progress to a date and time certain announced at the meeting and/or hearings.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or 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.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Manager's Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District Manager's Office.

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**



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

**11B**



STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

**AFFIDAVIT OF MAILING**

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

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Varrea South Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 5<sup>th</sup>, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of debt special assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

**FURTHER AFFIANT SAYETH NOT.**



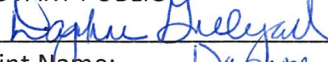
By: Curtis Marcoux, Financial Analyst

**SWORN AND SUBSCRIBED** before me by means of ☒ physical presence or ☐ online notarization this 5<sup>th</sup> day of July 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided \_\_\_\_\_ as identification, and who ☐ did or ☒ did not take an oath.



**DAPHNE GILLYARD**  
Notary Public  
State of Florida  
Comm# HH390392  
Expires 8/20/2027

NOTARY PUBLIC

  
Print Name: Daphne Gillyard  
Notary Public, State of Florida  
Commission No.: HH390392  
My Commission Expires: 8/20/2027

**EXHIBIT A:** Copies of Forms of Mailed Notices, including Addresses

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee

\$14.40

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$3.55

Total Postage

\$17.95

Sent To

Street and Apt.

City, State, Zip

DR HORTON INC  
3501 RIGA BLVD STE 100  
TAMPA, FL 33619-1325

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**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**  
July 5, 2024

*Via First Class U.S. Mail – Certified/Return Receipt*

DR HORTON INC  
3501 RIGA BLVD STE 100  
TAMPA, FL 33619-1325

**RE:   Varrea South Community Development District**  
**Notice of Hearing on Assessments to Property**  
**Parcel ID #(s): See Exhibit “C” Attached**

Dear Property Owner:

You are receiving this notice because Hillsborough County (“**County**”) records indicate you are a property owner within the Varrea South Community Development District (the “**District**”), and specifically, a property owner within Phases 2B and/or 6A. The District is a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*. The property you own that is the subject of this notice is identified above.

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, this letter is to notify you that a public hearing for the above-mentioned assessments will be held at **10:00 a.m. on August 9, 2024, at 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610**. At the hearing, the Board will sit as an equalizing board to hear and consider testimony from any interested property owners as to the propriety and advisability of making the Assessment Area Two Improvements (defined below) or some phase thereof, as to the cost thereof, as to the manner of payment thereof, and as to the amount thereof to be assessed against each property so improved. All affected property owners have a right to appear at the hearings and to file written objections with the District's Board within twenty (20) days of this notice.

At the June 5, 2024, meeting of the District's Board of Supervisors (the “**Board**”), the District approved the *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 (together, the “**Engineer's Report**”), describing the nature of the improvements that may be constructed or acquired by the District that benefit lands within the District that are included within Phases 2B and 6A of the development, including, but not limited to, onsite roadway improvements, stormwater facilities, potable water, wastewater, and reclaim water systems, amenity improvements, landscape/irrigation/hardscape improvements, undergrounding of electrical conduit, and other improvements, all as more specifically described in the Engineer's Report (collectively, the “**Assessment Area Two Improvements**”). A courtesy copy of the Engineer's Report is attached hereto as **Exhibit A**. The District estimates that it will cost approximately \$13,113,380 to construct the Assessment Area Two Improvements contemplated by the District.

As a property owner of assessable land within the District, the District intends to assess your property, in the manner set forth in the District's *Master Special Assessment Methodology Report for Assessment Area Two*, dated June 5, 2024 (the “**Assessment Report**”). The Assessment Report was approved in substantial form at the Board's June 5, 2024, public meeting. For your review, we have enclosed a copy of the Assessment Report as **Exhibit B**, which includes a preliminary assessment roll. Note that the assessment roll is created with information provided by the County.

The purpose of any such assessment is to secure the bonds issued to fund the Assessment Area Two Improvements. As described in more detail in the Assessment Report, the District's assessments will be levied against certain lands within the Assessment Area Two benefitting from Assessment Area Two Improvements.

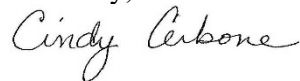
The Assessment Report identifies maximum assessment amounts for each land use category currently expected to be assessed. The method of allocating assessments for the Assessment Area Two Improvements to be funded by the District will initially be determined on an equal assessment per gross acre basis, and will be allocated on an equivalent residential unit ("ERU") basis at the time that such property is platted, site planned, or subjected to a declaration of condominium. Please consult the Assessment Report for more details.

The total maximum assessment amount to be levied against each parcel, and the number of units contained within each parcel, is detailed in the Assessment Report, as such Assessment Report may be amended at the above referenced hearing. The total revenue the District will collect by these assessments is anticipated to be \$18,645,000, which includes the estimated cost of the Assessment Area Two Improvements, plus financing-related costs, capitalized interest, a debt service reserve, and cost of issuance, but excludes anticipated fees and costs of collection or enforcement, discounts for early payment, and the annual interest costs of the debt issued to finance the Assessment Area Two Improvements. The total assessment amount to be levied against property that you own is reflected on the preliminary assessment roll attached to the Assessment Report and is projected to be \$18,645,000.

The assessments may appear on your regular tax bill issued by the County Tax Collector. However, the District may in its discretion at any time choose instead to directly collect these assessments. As provided in the Assessment Report, the assessments will constitute a lien against your property that may be prepaid in accordance with Chapter 170, *Florida Statutes*, or may be paid in not more than thirty (30) annual installments of principal. The failure to pay any assessments collected on the tax roll will cause a tax certificate to be issued against your property within the District which may result in a loss of title. Alternatively, if the assessments are directly collected, the failure to pay such direct bill invoice may result in the District pursuing a foreclosure action, which may result in a loss of title.

Information concerning the assessments and copies of applicable documents are on file and available during normal business hours at the District Manager's Office, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by contacting the District Manager at (561) 571-0010. You may appear at the hearing or submit your comments in advance to the attention of the District Manager at the address above.

Sincerely,



**Cindy Cerbone**  
District Manager

Enclosures:

Exhibit A: *Engineer's Report*  
Exhibit B: *Assessment Report*  
Exhibit C: *List of Parcels*

**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.<sup>1</sup> The Developer

---

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

## **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

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



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&amp;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.

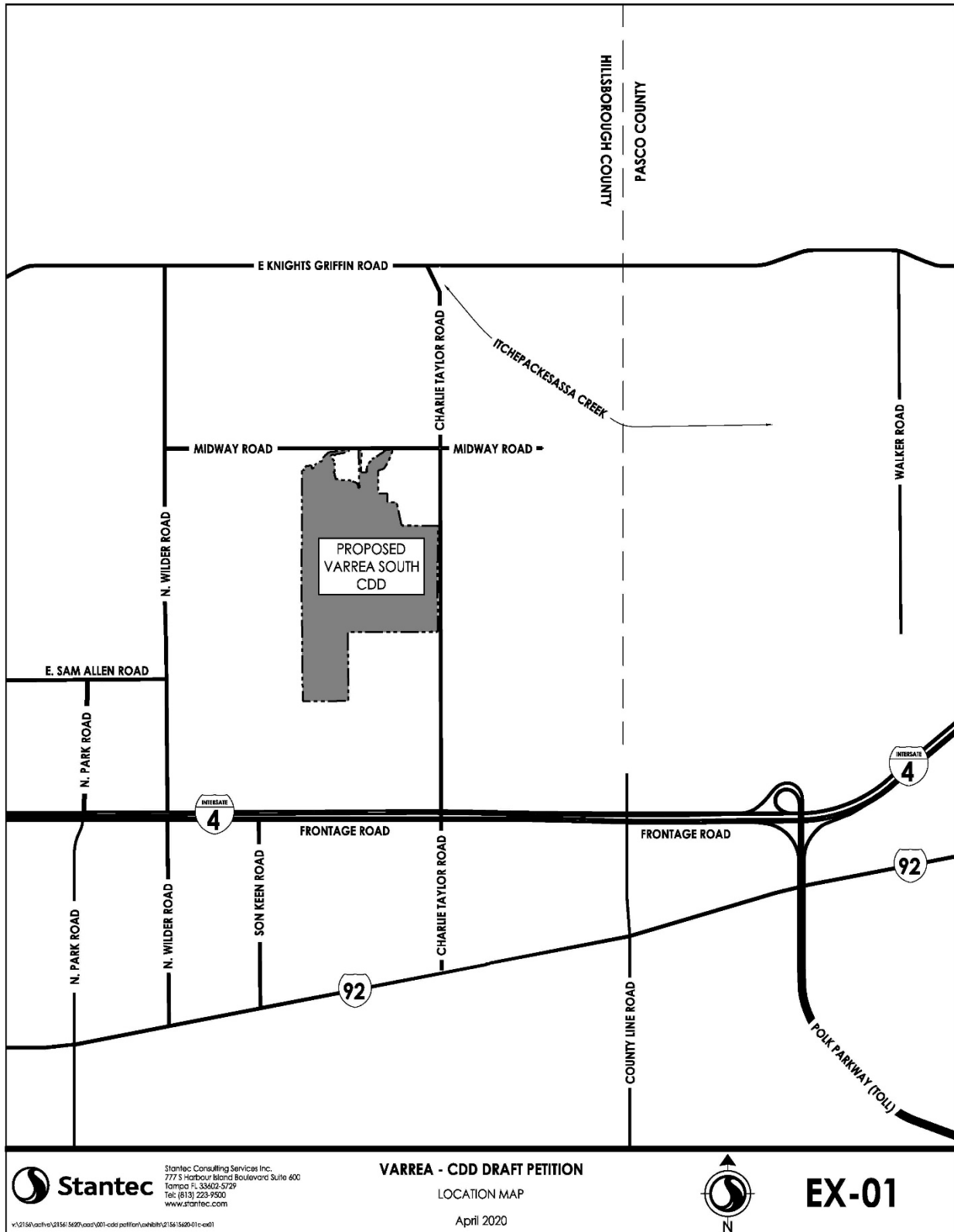
Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, 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.

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**



**Stantec**

Stantec Consulting Services Inc.  
777 S Harbour Island Boulevard Suite 600  
Tampa FL 33602-5729  
Tel: (813) 223-9500  
www.stantec.com

v:\2156\active\315615600\varrea\001-cdd\petition\varrea\215615600-01-c-dd1





## 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

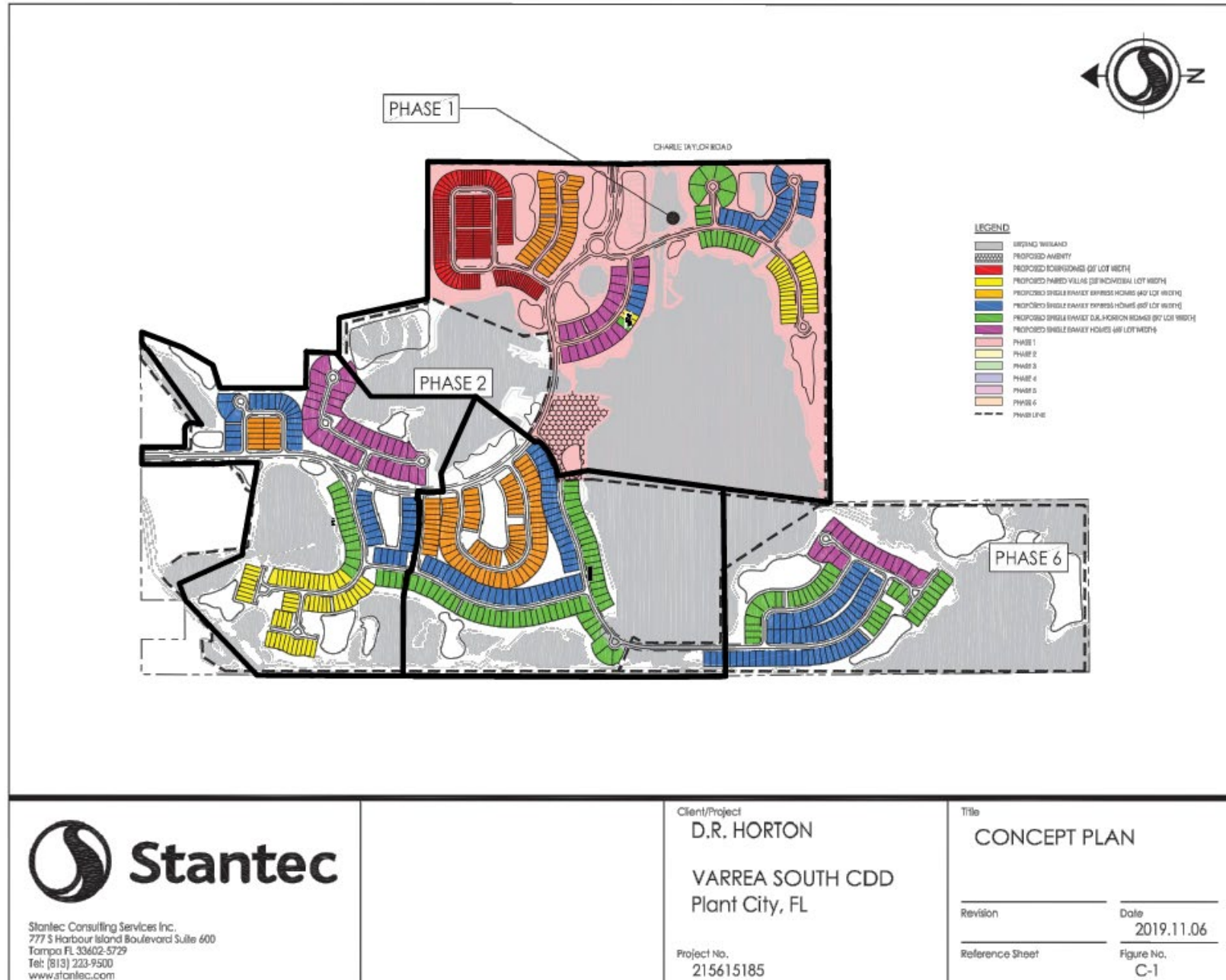






**Varrea South CDD**  
Report of the District Engineer  
February 11, 2022

## **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
<b>TOTALS</b>	<b>\$32,160,074</b>

\* 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
<b>TOTALS</b>	<b>\$33,500,000</b>



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

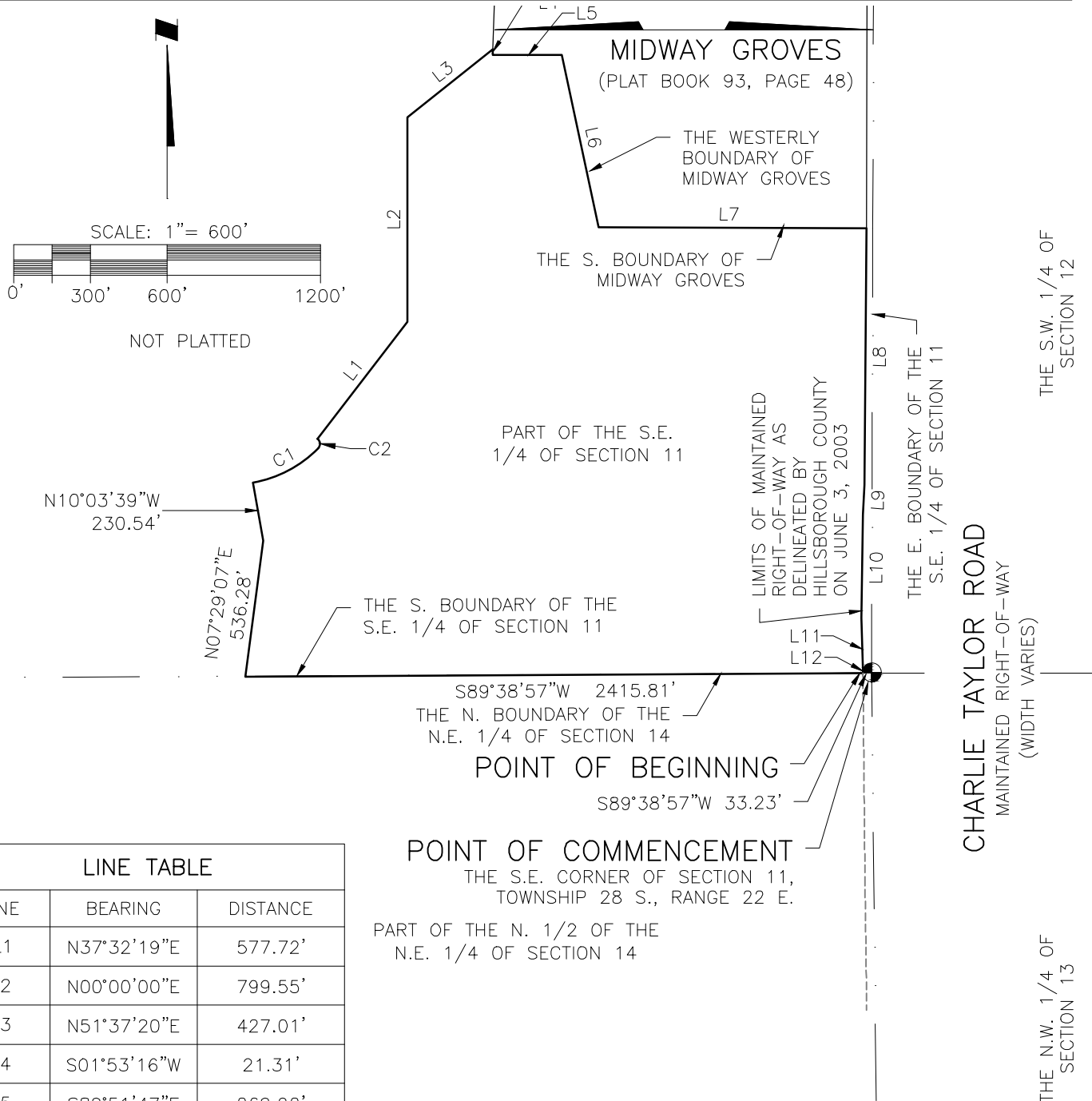
<b>Improvement</b>	<b>Total Varrea South and Varrea North Costs</b>	<b>Varrea North Share (61%)</b>	<b>Varrea South Share (39%)</b>
Off-site Roadways	\$1,254,945	\$765,516	\$489,429
Off-site Utilities (Water, Wastewater, Reclaim)	\$3,418,220	\$2,085,114	\$1,333,106
On-site Roadways	\$11,958,965	\$7,294,969	\$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
<b>TOTALS</b>	<b>\$65,660,074</b>	<b>\$40,052,645</b>	<b>\$25,607,429</b>



## **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

SC-LE: 1"=600'	LE-D TECH. MHF	SEC-TWP-RGE 11-728S.-R22E	<p>One Team, Infinite Solutions</p> <p>777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602</p> <p>800.643.4336 • 813.223.9500 • F 813.223.0009 • www.Stantec.com</p> <p>Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866</p>	TITLE PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215616564
1 6/22/21 ΔREV NO. D-TE				PROJ: VARREA - PHASE 1/SECTION 11 LANDS	INDEX NO: 215616564_ph1_s11
				CLIENT: D.R. HORTON, INC.	D-TE: 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

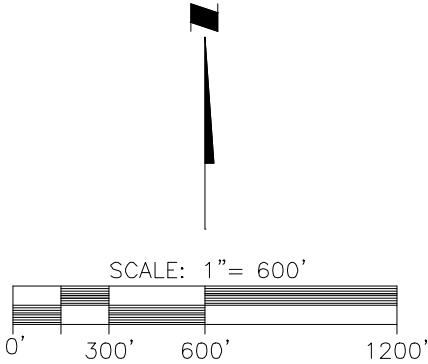
MARK H. FOSTER, PSM  
FLORIDA LICENSE No.L.S.5535

NOT A SURVEY

SCALE:		 <b>One Team, Infinite Solutions</b> 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_s11	
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  
N.E. 1/4 OF SECTION 14

CHARLIE TAYLOR ROAD  
MAINTAINED RIGHT-OF-WAY  
(WIDTH VARIES)

THE N.W. 1/4 OF  
SECTION 13

THE S.W. 1/4 OF  
SECTION 12

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. D-TE	SC-LE: 1"=600' LE-D 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  D-TE: 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).

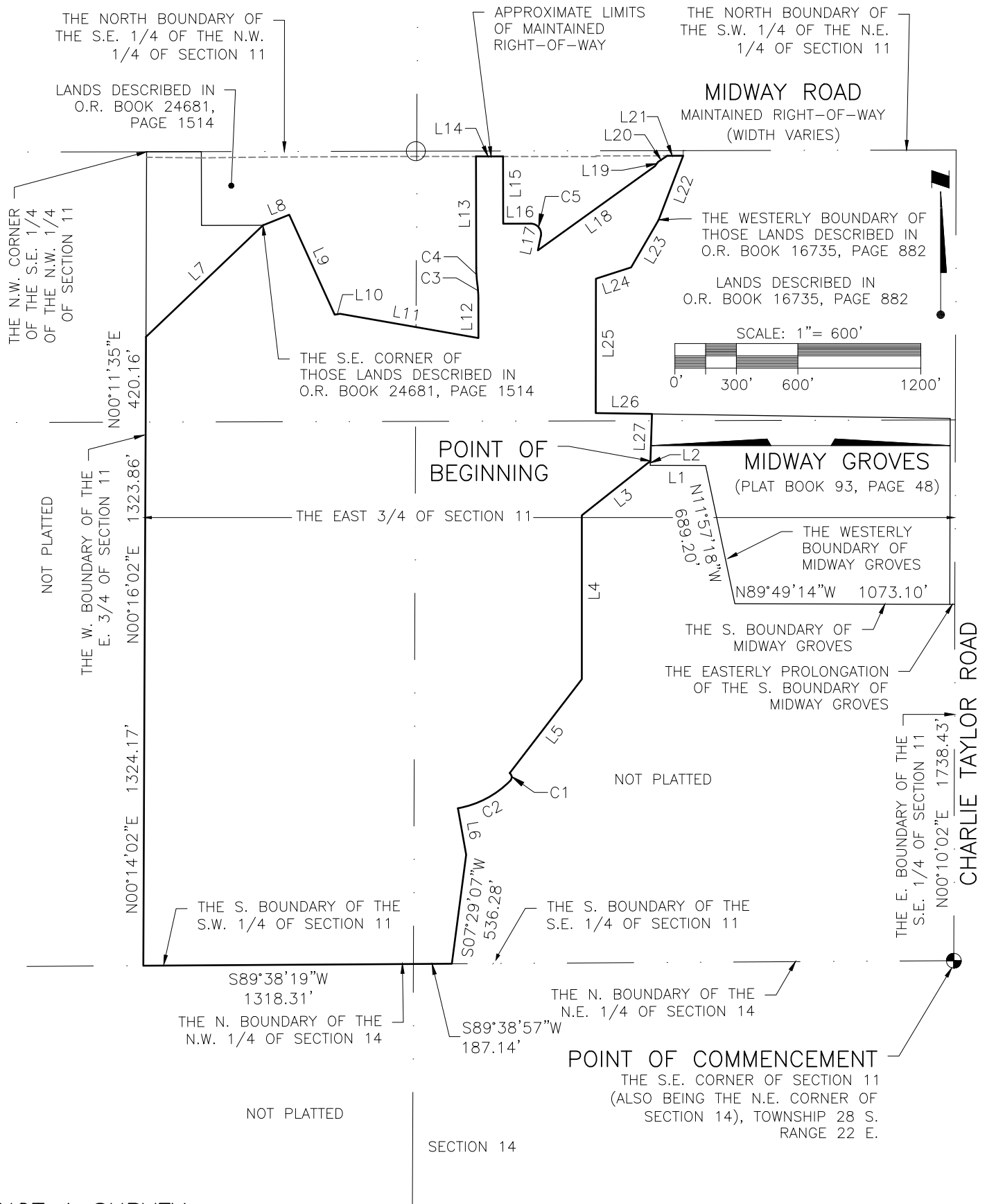
STANTEC CONSULTING SERVICES INC.  
CERTIFICATE OF AUTHORIZATION No.L.B.7866

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 6:47:24 PM MHFOSTER   V:\2156\active\215616564\survey\drawing\ph1_acquisition\parcels_sk_leg\2021_06_22\215616564_ph1_s14.dwg\Layout1 (2)	SCALE:	N/A	 <b>Stantec</b> 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



Save: 12/10/2021 9:08:17 AM MHFOSTER | Plotted: 12/10/2021 9:15:29 AM MHFOSTER | \\US0262-PPFSS01\workgroup\2156\active\215616917\survey\drawing\final\_phase\_2\_acquisition\_legal\ph2\_acquisition\_sk\_leg\215616917\_ph2\_s11.dwg\layout1

SCALE:	N/A	 <p><b>One Team. Infinite Solutions</b></p> <p>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</p>	TITLE	PROJECT NO.
LEAD TECH.	MHF		PROJ:	INDEX NO:
1 - 12/10/21	SEC-TWP-RGE		CLIENT:	DATE:
ΔREV NO. DATE	11-T28S-R22E		D.R. HORTON, INC.	SHEET NO: 1 OF 3


## 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 9:15:30 AM MHFOSTER   \\\US0262-PPF5501\workgroup\215616917\survey drawing\final_phase_2_acquisition_legal\ph2_acquisition_sk_leg\215616917_ph2_s11.dwg\layout1 (2)	SCALE:	N/A	 <b>One Team, Infinite Solutions</b> 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	11-1285.-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).

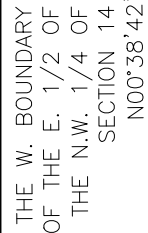
STANTEC CONSULTING SERVICES INC.  
CERTIFICATE OF AUTHORIZATION No.L.B.7866


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		PROJECT NO.
	LEAD TECH.	MHF		PARCEL SKETCH & DESCRIPTION		215616917
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	PROJ:		INDEX NO:
				VARREA - PHASE 2 (NORTH)		215616917-PH2_S11
				CLIENT:		DATE:
				D.R. HORTON, INC.		5/21/21
						SHEET NO:
						3 OF 3

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THE




	SCALE: 1"=600'	 <p><b>Stantec</b> One Team, Infinite Solutions</p> <p>777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602  <b>800.643.4336</b> • 813-223-9500 • F 813-223-0009 • <a href="http://www.Stantec.com">www.Stantec.com</a>          Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866</p>	TITLE PARCEL SKETCH & DESCRIPTION		PROJECT NO. 215616917	
	LEAD TECH. MHF		PROJ: VARREA – PHASE 2 (SOUTH)		INDEX NO: 215616917-PH2_s14	
	SEC-TWP-RGE 14-T2S.-R2E.		CLIENT: D.R. HORTON, INC.		DATE: 11/03/21	SHEET NO: 1 OF 3
ΔREV NO. DATE						

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Saved: 12/10/2021 9:12:01 AM MHFOSTER Plotted: 12/10/2021 9:12:59 AM MHFOSTER  
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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.

	SCALE:	 <b>Stantec</b> 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
ΔREV NO. DATE	SEC-TWP-RGE 14-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

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'


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

Served: 12/10/2021 9:12:01 AM MHFOSTER   Plotted: 12/10/2021 9:13:02 AM MHFOSTER   \\\US0262--PPFSS01\workgroup\2156\active\215616917\survey\drawing\final_phase_2_acquisition_legal\ph2_acquisition_sk_leg\215616917_ph2_s14.dwg\layout1 (3)	SCALE:	N/A	 <b>One Team, Infinite Solutions</b> 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F 813-223-0069 • 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 (SOUTH)		INDEX NO: 215616917-PH2_s14	
	SEC-TWP-RGE	14-T28S-R22E		CLIENT: D.R. HORTON, INC.		DATE: 11/03/21	SHEET NO: 3 OF 3
	ΔREV NO. DATE						



**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 CIP<sup>1</sup> 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
<b>2023 Project</b>	<b>1A</b>	0	0	0	0	2	25	<b>27</b>
	<b>1B</b>	113	24	38	0	0	0	<b>175</b>
	<b>1C</b>	0	0	0	0	44	17	<b>61</b>
	<b>2A</b>	0	38	48	0	110	0	<b>196</b>
<b>2023 Project Totals</b>		<b>113</b>	<b>64</b>	<b>86</b>	<b>0</b>	<b>156</b>	<b>42</b>	<b>459</b>
<b>Future Project</b>	<b>2B</b>	0	52	12	0	70	38	<b>172</b>
	<b>6A</b>	0	0	0	0	91	22	<b>113</b>
<b>Totals</b>	<b>Totals</b>	<b>113</b>	<b>116</b>	<b>98</b>	<b>0</b>	<b>317</b>	<b>102</b>	<b>744</b>

**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.

---

<sup>1</sup> 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
<b>TOTALS</b>	<b>\$19,046,694</b>	<b>\$13,113,380</b>	<b>\$32,160,074</b>

- 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**

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

\*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

## Master Special Assessment Methodology Report for Assessment Area Two

June 5, 2024



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

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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
<b>Total</b>	<b>459</b>	<b>172</b>	<b>113</b>	<b>744</b>

#### 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
<b>Total</b>	<b>172</b>	<b>113</b>	<b>285</b>

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
<b>Total</b>	<b>\$19,046,694</b>	<b>\$13,113,380</b>	<b>\$32,160,074</b>

Table 3

# Varrea South

## Community Development District

### Preliminary Sources and Uses of Funds

#### Sources

Bond Proceeds:	
Par Amount	\$18,645,000.00
<b>Total Sources</b>	<b>\$18,645,000.00</b>

#### 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
<b>Total Uses</b>	<b>\$18,645,000.00</b>

#### 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
<b>Total</b>	<b>744</b>		<b>642.80</b>

#### 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
<b>Total</b>	<b>285</b>		<b>279.00</b>

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 "C"

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 "C"

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 "C"

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**

**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.<sup>1</sup> The Developer

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

## **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

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





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&amp;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.

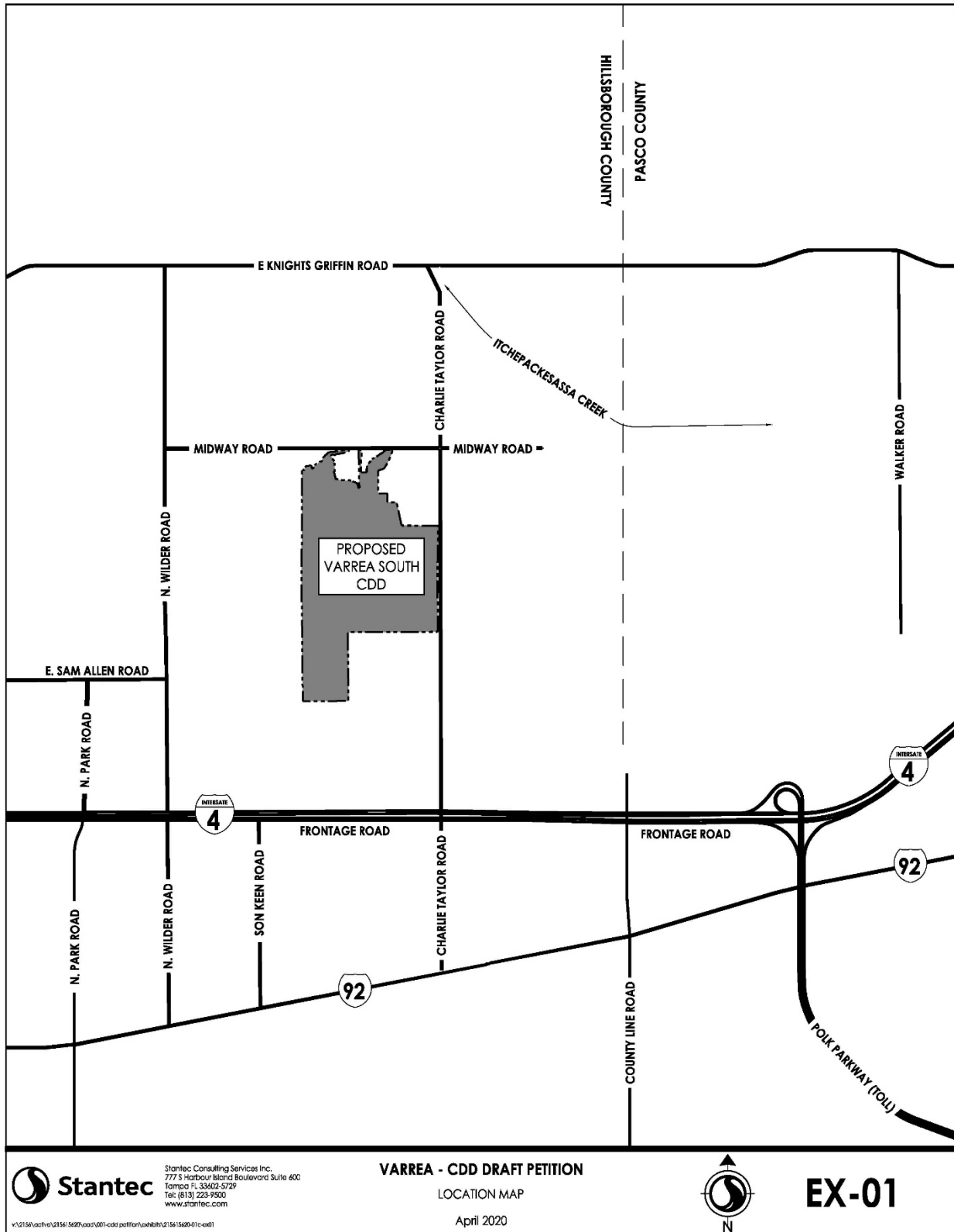
A handwritten signature in blue ink, appearing to read 'Tonja L. Stewart', written over a horizontal line.

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

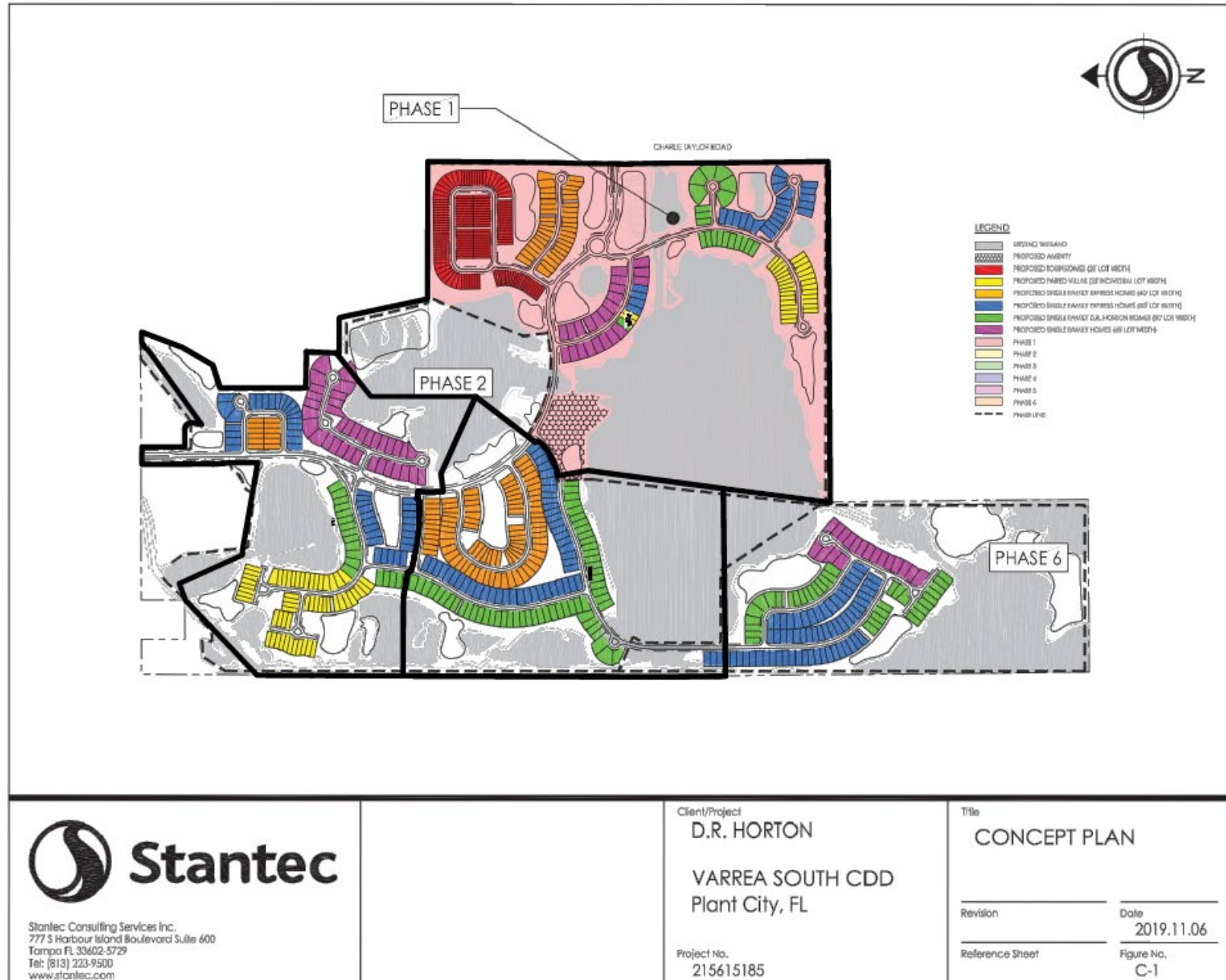
SECT W/P R/OE	JOB NUMBER	SCALE	DATE	SHEET
11&14-28-22	03544.0029	AS SHOWN	04-07-2020	1/5





**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
<b>TOTALS</b>	<b>\$32,160,074</b>

\* 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
<b>TOTALS</b>	<b>\$33,500,000</b>



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

<b>Improvement</b>	<b>Total Varrea South and Varrea North Costs</b>	<b>Varrea North Share (61%)</b>	<b>Varrea South Share (39%)</b>
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
<b>TOTALS</b>	<b>\$65,660,074</b>	<b>\$40,052,645</b>	<b>\$25,607,429</b>



## **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).**

[illegible]

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:	 <b>Stantec</b> 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	
	1"=600'		LEAD TECH.	PROJ:	VARREA - PHASE 1/SECTION 11 LANDS	INDEX NO:	215616564_ph1_s11
	MHF			CIENT:	D.R. HORTON, INC.	DATE:	6/18/21
1 6/22/21	SEC-TWP-RGE					SHEET NO:	1 OF 2
AREV NO. DATE	11-7285--R22E						



## 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).

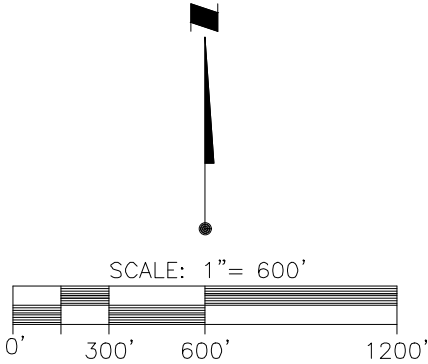
STANTEC CONSULTING SERVICES INC.  
CERTIFICATE OF AUTHORIZATION No.L.B.7866

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

NOT A SURVEY

6/22/2021 6:50:42 PM MHFOSTER   Plotted: 6/22/2021 6:51:13 PM MHFOSTER   V:\2156\active\215616564\survey\drawing\ph1_acquisition_sketch\leg\2021_06_22\215616564_ph1_s11.dwg\Layout1 (2)	SCALE:	N/A	 <b>Stantec</b> 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	SEC-TWP-RGE		CLIENT:	D.R. HORTON, INC.	DATE:	6/18/21
	ΔREV NO. DATE	11-T28S--R22E				SHEET NO:	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  
N.E. 1/4 OF SECTION 14

CHARLIE TAYLOR ROAD  
MAINTAINED RIGHT-OF-WAY  
(WIDTH VARIES)

THE N.W. 1/4 OF  
SECTION 13

THE S.W. 1/4 OF  
SECTION 12

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 SEC-TWP-RGE 14-T28S.-R22E	SCALE: 1"=600'  LEAD TECH. MHF	 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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Saved: 6/22/2021 6:47:05 PM MHFOSTER | Plotted: 6/22/2021 6:47:22 PM MHFOSTER | V:\2156\active\215616564\survey\drawing\ph1\_acquisition\parcels\_sk\_leg\2021\_06\_22\215616564\_ph1\_s14.dwg\Layout1

## 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).

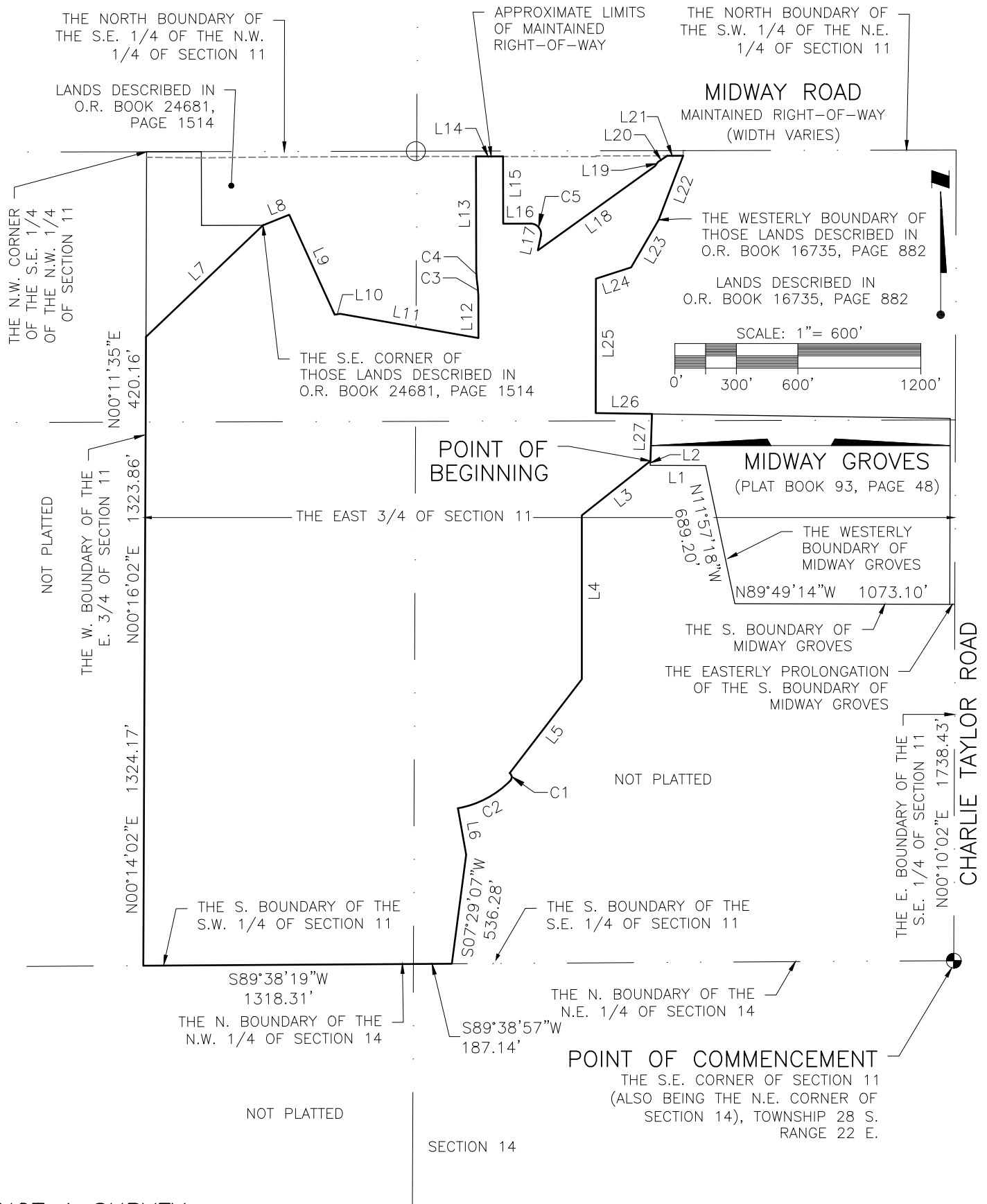
STANTEC CONSULTING SERVICES INC.  
CERTIFICATE OF AUTHORIZATION No.L.B.7866

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 6:47:24 PM MHFOSTER   V:\2156\active\215616564\survey\drawing\ph1_acquisition\parcels_sk_leg\2021_06_22\215616564_ph1_s14.dwg\Layout1 (2)	SCALE:	N/A	 <b>One Team, Infinite Solutions</b> 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	SCALE: N/A	LEAD TECH. MHF	800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com	777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602	One Team, Infinite Solutions	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 9:15:30 AM MHFOSTER   Project: 215616917   Survey: 215616917   Drawing: final_phase_2_acquisition_legal_ph2_acquisition_sk   Leg: 215616917_ph2_s11.dwg   Layout: 1 (2)	SCALE:	N/A	 <b>One Team, Infinite Solutions</b> 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	11-1285.-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).

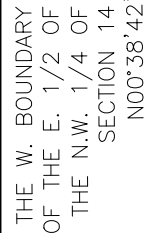
STANTEC CONSULTING SERVICES INC.  
CERTIFICATE OF AUTHORIZATION No.L.B.7866


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

NOT A SURVEY

	SCALE:	 <b>One Team, Infinite Solutions</b> 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		LEAD TECH.	MHF	PROJ:	VARREA - PHASE 2 (NORTH)		INDEX NO:	215616917-PH2_S11
1 - 12/10/21	SEC-TWP-RGE		11-T28S-R22E	CLIENT:	D.R. HORTON, INC.		DATE:	5/21/21	SHEET NO:

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THE




	SCALE: 1"=600'	 <b>Stantec</b> 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 (SOUTH)		INDEX NO: 215616917-PH2_s14	
	SEC-TWP-RGE 14-72S.-R22E.		CLIENT: D.R. HORTON, INC.		DATE: 11/03/21	SHEET NO: 1 OF 3
ΔREV NO. DATE						

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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.

	SCALE:	 <b>Stantec</b> 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.		N/A	PROJ:	VARREA – PHASE 2 (SOUTH)	INDEX NO:	215616917-PH2__s14
			MHF				
	SEC-TWP-RGE			CLIENT:	D.R. HORTON, INC.	DATE:	11/03/21
ΔREV NO. DATE	14-T285--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

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'


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

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	LEAD TECH.	MHF		PROJ: VARREA – PHASE 2 (SOUTH)		INDEX NO: 215616917-PH2_s14	
	SEC-TWP-RGE	14-T28S.-R22E		CLIENT: D.R. HORTON, INC.		DATE: 11/03/21	
	ΔREV NO. DATE	14-T28S.-R22E				SHEET NO: 3 OF 3	

**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 CIP<sup>1</sup> 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
<b>2023 Project</b>	<b>1A</b>	0	0	0	0	2	25	<b>27</b>
	<b>1B</b>	113	24	38	0	0	0	<b>175</b>
	<b>1C</b>	0	0	0	0	44	17	<b>61</b>
	<b>2A</b>	0	38	48	0	110	0	<b>196</b>
<b>2023 Project Totals</b>		<b>113</b>	<b>64</b>	<b>86</b>	<b>0</b>	<b>156</b>	<b>42</b>	<b>459</b>
<b>Future Project</b>	<b>2B</b>	0	52	12	0	70	38	<b>172</b>
	<b>6A</b>	0	0	0	0	91	22	<b>113</b>
<b>Totals</b>	<b>Totals</b>	<b>113</b>	<b>116</b>	<b>98</b>	<b>0</b>	<b>317</b>	<b>102</b>	<b>744</b>

**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.

---

<sup>1</sup> 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
<b>TOTALS</b>	<b>\$19,046,694</b>	<b>\$13,113,380</b>	<b>\$32,160,074</b>

- 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**

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

\*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**

**11D**

# VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT

## Master Special Assessment Methodology Report for Assessment Area Two

June 5, 2024



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

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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
<b>Total</b>	<b>459</b>	<b>172</b>	<b>113</b>	<b>744</b>

#### 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
<b>Total</b>	<b>172</b>	<b>113</b>	<b>285</b>

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
<b>Total</b>	<b>\$19,046,694</b>	<b>\$13,113,380</b>	<b>\$32,160,074</b>

Table 3

# Varrea South

## Community Development District

### Preliminary Sources and Uses of Funds

#### Sources

Bond Proceeds:	
Par Amount	\$18,645,000.00
<b>Total Sources</b>	<b>\$18,645,000.00</b>

#### 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
<b>Total Uses</b>	<b>\$18,645,000.00</b>

#### 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
<b>Total</b>	<b>744</b>		<b>642.80</b>

#### 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
<b>Total</b>	<b>285</b>		<b>279.00</b>

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	Assessment				
TH 20'	0	\$0.00	\$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	\$4,352.87
SF 40'	12	\$451,213.08	\$641,548.39	\$53,462.37	\$4,974.70	\$4,974.70
SF 50'	161	\$7,567,219.28	\$10,759,301.08	\$66,827.96	\$6,218.38	\$6,218.38
SF 60'	60	\$3,384,098.06	\$4,811,612.90	\$80,193.55	\$7,462.06	\$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 "C"

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 "C"

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 "C"

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
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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**

# **11E**

## RESOLUTION 2024-12

A RESOLUTION OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING AREA TWO ASSESSMENTS (AS HEREINAFTER DEFINED) ON PROPERTY SPECIALLY BENEFITED BY THE AREA TWO PROJECT (AS HEREINAFTER DEFINED) TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

### RECITALS

**WHEREAS**, Varrea South Community Development District (“**District**”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing on August 9, 2024, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadway improvements, stormwater management systems, landscaping and irrigation improvements, and other infrastructure projects and services necessitated by the development of, and serving certain lands within Phases 2B and 6A of the development, the District (together the “**Area Two**”



**Project**”), as further 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 (collectively, the “**Engineer’s Report**”) attached as **Exhibit A** hereto and incorporated herein by this reference.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Area Two Project, the nature and location of which was initially described in Resolution 2024-09 and is shown in the Engineer’s Report, and which Area Two Project’s plans and specifications are on file at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Records Offices**”); (ii) the cost of such Area Two Project be assessed against the lands specially benefited by such Area Two Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Area Two Project, the levying of such Area Two Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Area Two Project which are to be assessed against the benefitted properties, pending the collection of such Area Two Assessments, it is necessary for the District from time to time to sell and issue its special assessment revenue bonds, in one or more series (the “**Bonds**”).

(g) By Resolution 2024-09, the Board determined to provide the Area Two Project and to defray the costs thereof by making Area Two Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Area Two Project prior to the collection of such Area Two Assessments. Resolution 2024-09 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2024-09, said Resolution 2024-09 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District.

(i) As directed by Resolution 2024-09, a preliminary assessment roll was adopted and filed with the Board as required by section 170.06, *Florida Statutes*.

(j) As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2024-10, fixing the time and place of a public

hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the District.

(l) On August 9, 2024, at the time and place specified in Resolution 2024-10 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Area Two Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Area Two Project are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Area Two Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology for Assessment Area Two* dated June 5, 2024 (the "**Area Two Assessment Methodology**," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the "**Area Two Assessments**"); and

(iii) the Area Two Assessment Methodology is hereby approved, adopted and confirmed. The District authorizes its use in connection with the issuance of the Bonds;

(iv) it is hereby declared that the Area Two Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Area Two Assessments thereon when allocated as set forth in Exhibit B;

(v) it is in the best interests of the District that the Area Two Assessments be paid and collected as herein provided; and

(vi) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Area Two Assessment Methodology in order to ensure that all parcels of real property benefiting from the Area Two Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

**SECTION 3. AUTHORIZATION OF DISTRICT AREA TWO PROJECT.** That certain Area Two Project for construction of infrastructure improvements initially described in Resolution 2024-09, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Area Two Project and the costs to be paid by Area Two Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Area Two Assessments on the parcels specially benefited by the Area Two Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Area Two Assessments, as reflected in Exhibit B, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Area Two Assessment against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Area Two Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence

such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF AREA TWO ASSESSMENTS.** When the entire Area Two Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Area Two Assessment the difference, if any, between the Area Two Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Area Two Project, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Area Two Assessments for the entire Area Two Project has been determined, the term "Area Two Assessment" shall, with respect to each parcel, mean the sum of the costs of the Area Two Project.

**SECTION 7. PAYMENT OF AREA TWO ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Area Two Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Area Two Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Area Two Project and the adoption by the Board of a resolution accepting the Area Two Project, unless such option has been waived by the owner of the land subject to the Area Two Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Area Two Project costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Area Two Project has been completed and a resolution accepting the Area Two Project has been adopted by the Board, the Area Two Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Area Two Assessments may prepay the entire remaining balance of the Area Two Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest

payment date. Prepayment of Area Two Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Area Two Assessments authorized by sections 197.3632 and 197.3635, *Florida Statutes* (the “**Uniform Method**”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said sections 197.3632 and 197.3635, *Florida Statutes*. Such Area Two Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Area Two Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Area Two Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Hillsborough County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in section 197.3635, *Florida Statutes*.

#### **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Area Two Assessment Methodology, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Area Two Assessments securing the Bonds shall be allocated as set forth in the Area Two Assessment Methodology. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District’s boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District’s review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Area Two Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District’s Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplotted property, in addition to the regular assessment installment payable with respect to such remaining unplotted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that D.R. Horton, Inc., the current developer, intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Area Two Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Area Two Assessments pursuant to this Resolution in excess of the total debt service related to the Area Two Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology, as described in the Area Two Assessment Methodology, to any assessment reallocation pursuant to this paragraph would result in Area Two Assessments collected in excess of the District's total debt service obligation for the Area Two Project, the Board shall by resolution take appropriate action to equitably reallocate the Area Two Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Area Two Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Area Two Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Area Two Project funded by the corresponding series of Bonds issued or to be issued.

**SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT.** Property owned by units of local, state, and federal government shall not be subject to the Area Two Assessments without specific consent thereto. If at any time, any real property on which Area Two Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Area Two Assessments thereon), all future unpaid Area Two Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Area Two Assessments in the Official Records of Hillsborough County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution be 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.

**SECTION 12. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED THIS 9TH DAY OF AUGUST 2024.**

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:**     *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*

**Exhibit B:**     *Master Special Assessment Methodology Report for Assessment Area Two dated June 5, 2024*

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

**12A**




**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

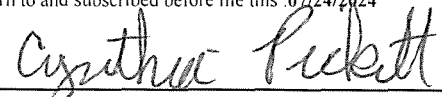
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Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY25 Budget Hearing** was published in said newspaper by print in the issues of: **7/24/24** or by publication on the newspaper's website, if authorized, on

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

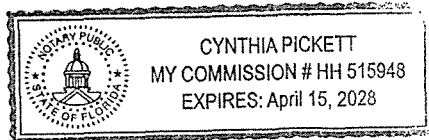
  
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this **07/24/2024**

  
\_\_\_\_\_  
Signature of Notary Public

Personally known           X           or produced identification

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



**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Varrea South Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 9, 2024  
TIME: 10:00 a.m.  
LOCATION: 4042 Park Oaks Blvd., Suite 200  
Tampa, Florida 33610

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Proposed Budget**"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at [varreasouthcdd.net](http://varreasouthcdd.net).

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

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

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

District Manager

07/24/2024

0000352187

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

**12B**

**RESOLUTION 2024-13**  
**[FY 2025 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Varrea South Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

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

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

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Varrea South Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

[CONTINUED ON NEXT PAGE]

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

**PASSED AND ADOPTED THIS 9<sup>TH</sup> DAY OF AUGUST 2024.**

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2025 Budget

**Exhibit A:** FY 2025 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
<b>REVENUES</b>					
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
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
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				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
<b>Field operations</b>					
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
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
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.	
Engineering	3,500
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.	
Audit	5,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
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.	
EMMA Software Services	1,000
Trustee	11,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,149
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	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 Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
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
<b>EXPENDITURES</b>					
<b>Debt service</b>					
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
<b>Other fees &amp; charges</b>					
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**

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

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

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

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

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

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
<b>Assessment Area One</b>					
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
<b>Total</b>	<b>263</b>				

<b>Off-Roll Assessments</b>
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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
<b>Assessment Area One</b>					
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
<b>Total</b>	<b>196</b>				

<b>Off-Roll Assessments</b>
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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
<b>Future Assessment Area(s)</b>					
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
<b>Total</b>	<b>285</b>				



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

**13A**

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

$$\}_{SS}$$

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY25 Budget & O&M Assessment Hearing** was published in said newspaper by print in the issues of: **7/17/24** or by publication on the newspaper's website, if authorized, on

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

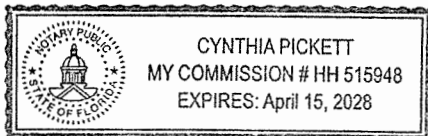
Signature/Affiant

Sworn to and subscribed before me this 07/17/2024

Signature of Notary Public

Personally known	X	or produced identification
------------------	---	----------------------------

Type of identification produced





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

**13B**

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

**AFFIDAVIT OF MAILING**

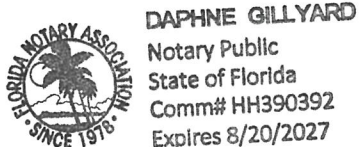
**BEFORE ME**, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

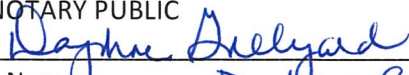
1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Varrea South Community Development District ("District"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 5<sup>th</sup>, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

**FURTHER AFFIANT SAYETH NOT.**

  
By: Curtis Marcoux, Financial Analyst

**SWORN AND SUBSCRIBED** before me by means of ☒ physical presence or ☐ online notarization this 5<sup>th</sup> day of July 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided \_\_\_\_\_ as identification, and who ☐ did or ☒ did not take an oath.



NOTARY PUBLIC  
  
Print Name: Daphne Gillyard  
Notary Public, State of Florida  
Commission No.: HH390392  
My Commission Expires: 8/20/2027

**EXHIBIT A:** Copies of Forms of Mailed Notices, including Addresses

**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**  
**THIS IS NOT A BILL – DO NOT PAY**

July 5, 2024

**VIA FIRST CLASS U.S. MAIL**

DR HORTON INC  
3501 RIGA BLVD STE 100  
TAMPA, FL, 33619-1325  
[Folio Number]: please "Exhibit B"

RE: Varrea South Community Development District FY 2025 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Florida law, the Varrea South Community Development District ("**District**") will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), and (ii) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget as follows:

DATE: August 9, 2024  
TIME: 10:00 a.m.  
LOCATION: 4042 Park Oaks Blvd., Suite 200  
Tampa, Florida 33610

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2025 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District's Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Sincerely,



Cindy Cerbone  
District Manager

**EXHIBIT A**  
**Summary of O&M Assessments – FY 2025**

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **\$1,554,920** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “**EAU/ERU**”) basis for platted lots.

3. **Schedule of O&M Assessments:**

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	572	1.0	\$1,621.21
Undeveloped Land	82.02	2.1	\$3,399.76

*\*includes collection costs and early payment discounts*

Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2025, the District intends to have the Hillsborough County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later than November of this year. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s County tax bill. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

<b>Strap</b>	<b>Folio</b>	<b>Mail_Name</b>
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222811C9D000000000290P	0897410168	D R HORTON INC
222814C9D000000000400P	0897410190	D R HORTON INC
222814C9D000000000520P	0897410214	D R HORTON INC
222814C9D000000000530P	0897410216	D R HORTON INC

**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**  
**THIS IS NOT A BILL – DO NOT PAY**

July 5, 2024

**VIA FIRST CLASS U.S. MAIL**

XXX  
XXX  
XXX, XX, XXXXX  
[Folio Number]: XXX

RE: Varrea South Community Development District FY 2025 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Florida law, the Varrea South Community Development District (“**District**”) will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), and (ii) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget as follows:

DATE: August 9, 2024  
TIME: 10:00 a.m.  
LOCATION: 4042 Park Oaks Blvd., Suite 200  
Tampa, Florida 33610

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2025 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District’s Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Sincerely,



Cindy Cerbone  
District Manager



**EXHIBIT A**  
**Summary of O&M Assessments – FY 2025**

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **\$1,554,920** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “**EAU/ERU**”) basis for platted lots.

3. **Schedule of O&M Assessments:**

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	572	1.0	\$1,621.21
Undeveloped Land	82.02	2.1	\$3,399.76

*\*includes collection costs and early payment discounts*

Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2025, the District intends to have the Hillsborough County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later than November of this year. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s County tax bill. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Strap	Folio	Mail_Name
222811C9D000000001060P	0897410322	ADRIAN BERNARD LOPEZ ET AL
222811D2V000000004240P	0897410772	ALEXANDER EINSMANN AND KATHERINE OBANDO
222811C9D000000000090P	0897410128	AMY JOY AND DALE ALAN SWEENEY ET AL
222811C9D000000002070P	0897410524	AMY OKWUCHI OPARA
222811C9D000000001700P	0897410450	ANA LUISA CAMACARO AND ANGEL DAVID PARISI SANCHEZ
222814C9D000000000820P	0897410274	ANAND PONRAJ SELVARAJ ET AL
222811C9D000000001200P	0897410350	ANDREW GRADY MADDEN AND MICHAELYN ELIZABETH HUPP
222811C9D000000001150P	0897410340	ANGEL GRANDAL AND MARLENE CADALZO
222811C9D000000002510P	0897410612	ANGELA GRACE TIDWELL
222811C9D000000000040P	0897410118	ANN MARIE ERWIN AND SHIRLEY ANN ERWIN
222811C9D000000001690P	0897410448	ANNERYS GARCIA AND ELVIS ROSALES
222814C9D000000000370P	0897410184	ANTHONY AND LESLIE G MARRERO
222811C9D000000001220P	0897410354	ANTHONY JOSEPH AND KENNARI ALE'SIA ANN BROWN
222811C9D000000002460P	0897410602	ANTHONY ROBERT ROSPIERSKI ETAL
222811C9D000000001790P	0897410468	ARELISS DESIREE CLARK NIEVES
222811C9D000000001840P	0897410478	ARMANDO GAUTREAU LIRIANZO AND STEPHANIE PEREZ
222811C9D000000001110P	0897410332	ASHLEY DANIELLE UNDERWOOD ET AL
222814C9D000000000770P	0897410264	ASHTON PHILLIP WALTERS
222811C9D000000002600P	0897410630	BAILEY MARROW AND MAKAYLA FAYE LOYCE SHAW
222814C9D000000000410P	0897410192	BERNADETTE M AND NEALY CARSON WORTHY
222814C9D000000000640P	0897410238	BIANCA YVETTE RODRIGUEZ
222811C9D000000002160P	0897410542	BLUE TREE INC
222814C9D000000000740P	0897410258	BRADLEY MICHAEL AND JUDY EILEEN LANDIS
222811D2V000000005200P	0897410964	BRANDIE LASHAWN BREHON AND EMILY ARLETHA BREHON
222814C9D000000000300P	0897410170	BRANTERIA SISNETT
222811D2V000000004300P	0897410784	BRENDA E CRUZ AND OTHONIEL CRUZ CLASS
222811C9D000000002090P	0897410528	BRIAN THOMAS GOULD AND MICHELLE LYNN GOULD
222811C9D000000001350P	0897410380	BRIHKEL LORENA JAEGER AND SKYLAR RAE KENNEDY
222811C9D000000001630P	0897410436	CAITLIN ROSE MORIARTY
222811C9D000000002170P	0897410544	CAMERON ANTHONY CASTELLANO
222811C9D000000001860P	0897410482	CAMERON RANDY NERO
222811D2V000000005210P	0897410966	CARLOS OMAR SOTO SANTOS
222811C9D000000001950P	0897410500	CARMEN YAZMIN ZAYAS AIKEN
222811C9D000000001880P	0897410486	CARRIE MELISSA PHILLIPS
222811D2V000000004210P	0897410766	CARRIE MILETO ASHCHI
222811C9D000000001160P	0897410342	CESAR EDUARDO RODRIGUEZ QUEZADA ET AL
222811C9D000000002550P	0897410620	CHARLENE ANNE BELLAVIA AND CHRISTOPHER E DUNNE
222814C9D000000000490P	0897410208	CHARLES DARRYL JR AND MYSHANDA RENIDA GUNN
222811C9D000000001170P	0897410344	CHARLES JOSEPH AND JULIA THERESA DARDAINE
222814C9D000000000480P	0897410206	CHARLES WAUGH AND BARBARA ANN BEDNAREK
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222811C9D00000000160P	0897410142	CHRISTINE GALE THOMAS AND MARK ALLEN TOPP
222811C9D000000002120P	0897410534	CLAUDIA PIERRE
222811C9D00000000190P	0897410148	CLYTEMNESTRA MONTGOMERY
222814C9D000000000540P	0897410218	COLTON AUSTIN FAZA AND CARLYN ASHLEE GOODPASTER
222811C9D000000001310P	0897410372	CORY MARIE JERSEY AND CODY LEE GOFF
222811C9D000000001730P	0897410456	COURTNEY JANE AND TYLER DAVID ELLISON
222811C9D000000000980P	0897410306	DAILYS POLO GONZALEZ
222811C9D000000001080P	0897410326	DAMARILIS MARIA COBOS HERNANDEZ ET AL

222814C9D000000000320P	0897410174	DANI IRENE CHANEY
222814C9D000000000510P	0897410212	DANIEL M AND LISA ANNE SCHMIDT
222811C9D0000000001760P	0897410462	DANIELLE KATHLEEN JANICIK ET AL
222811D2V0000000003130P	0897410756	DANIELLE YVONNE AND TIMOTHY TODD SWEENEY JR
222811D2V0000000004250P	0897410774	DARWIN YAVIER RIVERA-GONZALEZ AND JASMIN RIVERA
222811C9D0000000000960P	0897410302	DAVID ANDREW MAGGIO
222811C9D0000000002500P	0897410610	DAVID TUCKER AND SHARON MORES DAUGHERTY SIMONTON
222811C9D000000000080P	0897410126	DAVID WAYNE AND YADIRA GONZALEZ DOUCET
222814C9D0000000000860P	0897410282	DEAN JOE AND PEGGY LYNN PENOVICH
222811C9D0000000001720P	0897410454	DELANEY SEANNA ROBERTS AND LUIS FERNANDO REYES
222811C9D0000000002610P	0897410632	DENNIS SHAWN HOWERY AND SHAWN PRICE KENNEDY
222811D2V0000000005190P	0897410962	DERICK JANSSEN
222811C9D0000000001360P	0897410382	DEVIN TYLER AND ESMERALDA LEIGH HOLZMAN
222811C9D0000000001750P	0897410460	DONALD E AND HEATHER A SCHAFFER PRINGLE
222811D2V0000000004270P	0897410778	DONNA MARIE CURRAN
222814C9D0000000000800P	0897410270	DONNA MARIE MCKAY
222811C9D0000000002050P	0897410520	DUSTI HOOKS
222814C9D0000000000390P	0897410188	EDWIN AND ANNAH KAYE ARANZAZU
222811C9D0000000001180P	0897410346	ELIZABETH AND KENT GREGORY VANEK
222811C9D0000000001230P	0897410356	ELLIL ARASAN SUPPIAH AND KOKILA ELLIL
222811C9D0000000001250P	0897410360	ELVIS JOSE RIVERA ALVAREZ
222811D2V0000000005340P	0897410992	EMMA LUZ RIVERA
222811C9D0000000002450P	0897410600	ERIKA ARILYS RIVERA ARGUINZONI / ET AL
222811C9D0000000002530P	0897410616	ESTATE OF PATRICIA POPE HINSON
222811D2V0000000004340P	0897410792	EVA IRIS CALDERON AND ELIEZER ORTIZ PINEIRO
222811C9D0000000000940P	0897410298	FERMIN AND LISA PADRO
222814C9D0000000000780P	0897410266	FERNANDO A HERNANDEZ MUNETON ET AL
222811C9D0000000001810P	0897410472	FRANCO ANDRES BORRA RAMIREZ AND LORENA ZEVALLOS
222814C9D0000000000830P	0897410276	FRANTZ SAINT HILAIRE AND RODELYNE ST HILAIRE DORCE
222811D2V0000000005280P	0897410980	FRANTZLY AND JACQUELINE LOUISE HYPOLITE
222811C9D0000000002520P	0897410614	FREDRIC STEPHEN AND CAROLYN VERONI ZINOBER
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222811C9D0000000002060P	0897410522	GANG LI
222811C9D0000000001070P	0897410324	GARRETT TAYLOR AND AMANDA FERGUSON
222811C9D000000000170P	0897410144	GARY EMORY CLARK AND JACK HOUSTON GILES
222811C9D0000000001090P	0897410328	GEARY KEITH DAVIS JR AND ARIANNE DE GUZMAN
222811D2V0000000005230P	0897410970	GILBERT ANTHONY AND KELLY KATRINA SANCHEZ
222814C9D0000000000310P	0897410172	GUS ZEIN AND ANGELA MARIA DAHER
222814C9D0000000000360P	0897410182	GUS ZEIN AND ANGELA MARIA DAHER
222814C9D0000000000600P	0897410230	HAJAAR A A ND VIANNY GISELL PENA
222811D2V0000000005250P	0897410974	HEATHER MICHELLE SEABROOK
222814C9D0000000000730P	0897410256	HOLLY MARIE AND JUSTIN CHARLES MACIASZEK
222811C9D0000000000060P	0897410122	HYUN SOOK LEE MAYBEN AND DOUGLAS EARL REYNOLDS
222814C9D0000000000620P	0897410234	IAN AND ISMAY ADAMS HUTSON
222814C9D0000000000760P	0897410262	INGRID PENA AND JOSE R MUNOZ ULLOA
222814C9D0000000000350P	0897410180	JARROD MICHAEL AND BROOKE NICOLE ROCKHOLD
222811C9D0000000001000P	0897410310	JASON MICHAEL AND LAUREN ELIZABETH PFEIL
222811C9D0000000001280P	0897410366	JENNIFER ANNE AND NICHOLAS RYAN RICHARDSON
222814C9D0000000000840P	0897410278	JENNIFER ELAINE RIMES
222811D2V0000000003140P	0897410758	JENNIFER LYNN REX AND CORA JANE PERRY KEARNEY

222814C9D000000000450P	0897410200	JENNIFER STELLA AND ERIC DAVID THOMPSON ET AL
222811C9D000000001680P	0897410446	JEREMY CASTILLO VARGAS
222811C9D000000000150P	0897410140	JIE LIN AND XIAO FENG LIN
222811C9D000000001580P	0897410426	JOEL ORTIZ PINEIRO AND BIADNEY AIXA COLON RIVERA
222811D2V000000004290P	0897410782	JOHN ANDRE RIVERA
222811C9D000000000180P	0897410146	JOHN PAUL AND CASSANDRA LEIGH ROSS
222811C9D000000001240P	0897410358	JOHNNY ALEJANDRO AND GLORIA MARIBEL NUNEZ
222811C9D000000000130P	0897410136	JORGE ARNALDO AND ALEXANDRA RIOS
222811C9D000000001830P	0897410476	JORGE MARIO GIRALDO VILADA AND JORGE ALEXIS GIRALD
222811C9D000000001010P	0897410312	JOSE ALBERTO JR AND DENISE DOMINIQUE RODRIGUEZ
222811C9D000000000220P	0897410154	JOSEPH A AND PATRICIA A CARAMATO ETAL
222811C9D000000000970P	0897410304	JOSEPH S JR AND KATHERINE EILEEN RODI
222811C9D000000002630P	0897410636	JOSEPH STEPHEN GENOVA JR
222811C9D000000002040P	0897410518	JOSHUA M AND TISHA M JACKSON
222811C9D000000001120P	0897410334	JUSTIN RAY AND KARIE AMANDA BOLENBAUGH
222811C9D000000001210P	0897410352	KADEN JAMES AND ABBIE ISABELLA POYNER
222811C9D000000001740P	0897410458	KAITLYN MARIE BICE
222814C9D000000000560P	0897410222	KAMAU USIKU BUFFALO
222814C9D000000000870P	0897410284	KATHRYN HOLLEY LEWIS THURSTON
222811C9D000000001980P	0897410506	KAYLA ANN MIZELL AND OSMAR JOSE CARABALLO OROPEZA
222811C9D000000001030P	0897410316	KELLI JOANNE JOHNSON
222814C9D000000000570P	0897410224	KELLY ANN DINICOLANTONIO
222811C9D000000001970P	0897410504	KELLY JOAN KRAMER
222811C9D000000001340P	0897410378	KENDALL ROBERT BROWN
222811C9D000000001660P	0897410442	KENNETH KEALA MARSHALL AND DAVID WAYNE AKERS
222811C9D000000001620P	0897410434	KEYLA NEGRON FALCON
222811D2V000000004260P	0897410776	KRISHNA RAJENDRA AND NIKKI ANILESH PATEL
222811C9D000000002000P	0897410510	KRISTA DAY BROWN AND JEAN-FRANCOIS PARE-PICHETTE
222811C9D000000002570P	0897410624	KRISTINA KAY GAUTIER
222811C9D000000001600P	0897410430	LACHELLE CHAREE AND KEVIN ALLEN TRUSTEES
222811C9D000000002480P	0897410606	LARRY EUGENE BELL III AND JUSTUS ALEXANDER BETTS
222811C9D000000002030P	0897410516	LATISHA SHANTE WALKER
222811C9D000000001770P	0897410464	LATONYA FAYE SAFFOR
222811C9D000000000990P	0897410308	LAY LIN LLC
222814C9D000000000790P	0897410268	LELAND JAMES AND CYNTHIA LYNN RUEGSEGGER
222811D2V000000004320P	0897410788	LILIANE MOURA SMITH AND AMANDA MOURA DA SILVA
222811C9D000000001820P	0897410474	LOUIS CHARLES BERNARD NOEL
222811C9D000000000120P	0897410134	LUIS ANGEL VEGA MORA
222811C9D000000002440P	0897410598	LUIS ARMANDO AND GLORIA SMIT SANTIAGO
222811D2V000000004330P	0897410790	LYNN ARNELLE DELVA AND LYNDA DUCASSE
222811D2V000000004380P	0897410800	MALERIE LEKIA JOHNSON
222811C9D000000001040P	0897410318	MANUEL GUZMAN JR ETAL
222811D2V000000004390P	0897410802	MARCEL ROLAND AND DEBORAH MICHELLE L'HEUREUX
222814C9D000000000880P	0897410286	MARISELDA HERRERA ANGUIANO
222811D2V000000005290P	0897410982	MARJORIE H WORKMAN/TRUSTEE
222811D2V000000005170P	0897410958	MARK EDWARD AND MARYANN SEWELL
222811C9D000000000070P	0897410124	MARLON ANTON AND MICHELLE KAREN CAMBRIDGE
222811C9D000000002590P	0897410628	MATTHEW ALAN BUXTON
222811C9D000000000930P	0897410296	MATTHEW CHRISTOPHER AND KATIE ELLEN BOONE
222814C9D000000000810P	0897410272	MATTHEW ROBERT AND STEPHAINE GWEN CASTEEL

222811C9D000000002420P	0897410594	MAUREEN ELIZABETH MC NAMARA
222814C9D000000000380P	0897410186	MAURICIO GIOVANNI AND LOVENY RIVAS SAVARINO
222811C9D000000001330P	0897410376	MEHO RAMIC
222811C9D000000000110P	0897410132	MERCY SAREE MCBRIDE ET AL
222811C9D000000000210P	0897410152	MICHAEL JOHN AND STEFANIE NICOLE GABRYSZEWSKI
222811C9D000000001320P	0897410374	MICHELLE MARCIA MILLIS
222814C9D000000000340P	0897410178	MILLER QUINCY AND SUZANNE B DOWDY
222811C9D000000001990P	0897410508	MODERN PROPERTIES LLC
222811C9D0000000002140P	0897410538	NAGA KALYANI MOKKAPATI AND RAMAKRISHNA MUMMANA
222811C9D0000000002080P	0897410526	NAGESH EARANTI AND SACHIN KADAM
222814C9D0000000000890P	0897410288	NATALIYA LEONIDOVNA STANISLAVSKIY ET AL
222811C9D0000000002490P	0897410608	NATHALIE ROSADO
222811D2V000000004310P	0897410786	NICHOLAS BRANDON AND SHANNON KATHLEEN PERRY
222811C9D000000001190P	0897410348	NICHOLAS JOHN ROBINSON AND LINDSAY SHAY DIBBLE
222811C9D0000000002470P	0897410604	NINOSHKA L ROMAN
222814C9D0000000000460P	0897410202	NOREYSIS PEREZ RODRIGUEZ AND CRISTOBAL MORALES
222811C9D000000001780P	0897410466	OSCAR ALONSO GALINDO PIRAQUIVE
222811C9D0000000000950P	0897410300	PATRICIA INEZ AND JOSPEH RAY HAMILTON
222811C9D000000001260P	0897410362	PATRICK ALLAN AND DEBORAH ANN FEEHAN
222814C9D0000000000330P	0897410176	PATRICK NATHANIEL AND AMBER WILLIAMS
222811C9D000000001020P	0897410314	PATRICK ROBERT AND KARI JONES
222811C9D000000001130P	0897410336	PAUL BURGOS AND MARIAH JADE BURGOS
222814C9D0000000000430P	0897410196	PAUL DEAN GREENBLATT AND ERIN MELISSA WEBB
222811C9D0000000002150P	0897410540	PAUL TAVARES AND AUDREY DEBUT
222811C9D000000001610P	0897410432	PEDRO JOSE GARCIA GONZALEZ ET AL
222811C9D000000000100P	0897410130	PHILLIP CURTIS AND BEVERLINE B WALTERS
222811C9D000000001670P	0897410444	PIERRE KINSON ST LOUIS AND ASHLEY A BLAIR
222811D2V000000004230P	0897410770	PRIYA BRATA SEN AND RITU DAS
222811C9D000000001800P	0897410470	QUAVER LAJAUNE WHITE
222811C9D0000000000050P	0897410120	RAJESH DHARANEETHY MARICHETTI / ET AL
222811C9D000000001940P	0897410498	REGINALD STONE AND EBONY TESHONDRA SCHOFIELD
222814C9D0000000000650P	0897410240	RHONDA SHIRLENE AND WILLIE LEE HARRISON JR
222811C9D000000001100P	0897410330	RICARDO VEGA JR AND BRIANNA SEMAJ DIAZ
222811D2V0000000005300P	0897410984	RICHARD A AND FRANCES M ZARELLA TRUSTEES
222814C9D0000000000470P	0897410204	RINKU AMIN AND SUNAINA SOOD
222811D2V0000000003110P	0897410752	RINU CHIRAYATH FRANCLINE
222811C9D0000000002020P	0897410514	ROBERT AND RHODELYN MADUM NEGRON
222811D2V0000000003120P	0897410754	ROBERT HENRY AND ASHLEY MARIE LUNK
222811C9D000000001710P	0897410452	ROBERTO C RODRIGUEZ SERRANO AND FACUNDA REYES
222814C9D0000000000900P	0897410290	RONALD THOR AND ELVA LORRAINE HANSSON
222811D2V0000000004280P	0897410780	RYAN MATTHEW AND RACHELLE ELIZABETH WEIR
222811C9D0000000002100P	0897410530	SATHISH PATHURI AND SANTOSHI KODALI
222814C9D0000000000710P	0897410252	SEAN THOMAS AND MADISON FAITH MURRAY
222811D2V0000000005100P	0897410944	SHALIEZAR ANDERSON
222811C9D000000001870P	0897410484	SHANNON KATHLEEN MCTAGGART
222811C9D0000000002430P	0897410596	SHELBRA JENINE BOSTICK
222811C9D0000000000240P	0897410158	SHELDON ANTHONY STONE AND SHANNON ROSE LYONS
222811C9D0000000002010P	0897410512	SHERRY L WATERS
222811C9D0000000002580P	0897410626	SHIVA AND MIRIAM MARINA MAHARAJ
222811D2V0000000005270P	0897410978	SONJA CLINEHENS WORST

222811C9D000000002130P	0897410536	STEPHANIE AND GABRIEL ANDRES ENGATIVA
222814C9D000000000690P	0897410248	STEPHEN MICHAEL AND NEILA JOVAUGHN MARTIN
222814C9D000000000550P	0897410220	STERLING ELIJAH THOMAS AND CHRISLY BAZILE
222811D2V000000004190P	0897410762	STEVEN JOSEPH ACEVEDO
222814C9D000000000500P	0897410210	STEVEN PAUL AND KAMILA BARBARA SCHLEICHER
222814C9D000000000850P	0897410280	STEVEN ROY II AND ELIZABETH DOROTHY SIMONS
222811C9D000000000140P	0897410138	SUSAN LYNN CROWE AND LETCHER JERRY CROWE
222811C9D000000001050P	0897410320	TAMARA DEMIETRE SHIELDS
222814C9D000000000590P	0897410228	TERRIN CHANDLER STEVENS AND CIERA N ALBRIGHT
222811C9D000000001590P	0897410428	THOMAS ARNOLD JR AND CARRI LYNN RHEINSCHMIDT
222811C9D000000000920P	0897410294	TIAGO NARLOCH DE OLIVEIRA ET AL
222814C9D000000000580P	0897410226	TIMOTHY DYNELL PRESLEY AND SHEBON LATRESH PRESLEY
222811C9D000000001140P	0897410338	TIMOTHY LOY AND CYNTHIA MARIE ADAMS
222814C9D000000000440P	0897410198	TODD M AND MARY FABIOLA DORSEY
222814C9D000000000660P	0897410242	TRACEY AND MARION CONYERS
222811C9D000000001270P	0897410364	TRAVERN LOUIS FLOWERS
222811D2V000000003100P	0897410750	TYLAR M AND JESSICA SOPHIE CREEDEN
222811C9D0000000002110P	0897410532	VASUDHA BOLLINENI AND VAMSI KAUSHIK ADIVI
222814C9D000000000630P	0897410236	VIJAY SAGAR AND JENNIFER LYNN CHANDRA
222814C9D000000000720P	0897410254	WAVALENE CAMPBELL POZEZNIK
222814C9D000000000670P	0897410244	WAYNE RAYMOND JR AND MANDY MICHELLE FERNANDEZ
222814C9D000000000610P	0897410232	WELDYS A AND MONICA MICHELLE BAEZ
222811C9D000000001960P	0897410502	WENDY ALTAGRACIA CHAPARRO ET AL
222811C9D000000002620P	0897410634	WILLIAM JOHN MERCUR AND JOANNE RITA DOHERTY
222811C9D000000002560P	0897410622	WILLIAM ROBERT AND PATRICIA ANN CRABB
222811D2V0000000005240P	0897410972	YESSY KARINA VARGAS
222814C9D000000000680P	0897410246	ZACHARY KLEYN RUSSELL
222811C9D000000002540P	0897410618	ZEBULON CHRISTIAN AND LAURA SANDERSON PING
222814C9D000000000420P	0897410194	ZHENYU SHOU AND PING LONG/TRUSTEE

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

**13C**

**RESOLUTION 2024-14**  
**[FY 2025 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Varrea South Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Hillsborough County, Florida ("**County**"); and

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

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

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

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B** ("**Assessment Roll**").

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**



- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.
  - b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2025 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
- a. **Tax Roll Assessments.** As indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments and Debt Assessments imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Direct Bill Assessments.** As indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments and Debt Assessments imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the

District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. *Due Date (O&M Assessments)*. O&M Assessments directly collected by the District shall be due and payable in full on **October 1, 2024** provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **October 1, 2024**, **25%** due no later than **February 1, 2025** and **25%** due no later than **April 1, 2025**.
  - ii. *Due Date (Debt Assessments)*. Debt Assessments directly collected by the District shall be due and payable in full on **October 1, 2024**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **October 1, 2024**, **25%** due no later than **February 1, 2025**, and **25%** due no later than **April 1, 2025**.
  - iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. **Future Collection Methods**. The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in

future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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 upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of August, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll – Tax Roll Property  
Assessment Roll – Direct Collect Property

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

**14A**

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of Rule Development** was published in said newspaper by print in the issues of: **7/ 7/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

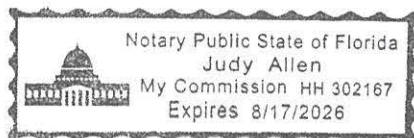
  
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this **07/07/2024**

  
\_\_\_\_\_  
Signature of Notary Public

Personally known ☒ or produced identification

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



**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**

} ss

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 Districts on August 9, 2024, at 10:00 a.m. at 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610. 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  
July 7, 2024

0000351091

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

} ss

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Notice of Rulemaking was published in said newspaper by print in the issues of: 7/10/24 or by publication on the newspaper's website, if authorized, on

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

Signature Affiant

Signed to and subscribed before me this 07/10/2024

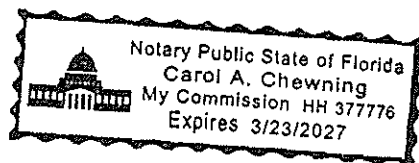
Signature of Notary Public

Personally known

X

or produced identification

Type of identification produced



## LEGAL NOTICE

**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 August 9, 2024, at 10:00 a.m., at 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

The public hearings will provide an opportunity for the public to address the proposed Rules. Prior notice of rule development was published in the Tampa Bay Times on July 7, 2024.

Type	Rate
Annual User Fee (non-residents)	\$3,000
Access Card Replacement Fee	\$35.00
Event Space Rental Fee	\$250.00
Event Space Security Deposit Fee (refundable)	\$500.00
Event Space Cleaning Fee	\$100.00
Administrative Reimbursement Fee (related to violations of Amenity Rules)	\$500.00

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:

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 Consultant's 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

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

**14B**

**RESOLUTION 2024-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING 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 *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 ("**Rules**"); and

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

**SECTION 1.** The attached Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these 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 9th day of August, 2024.

**ATTEST:**

**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Rules



**EXHIBIT A**  
RULES

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

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Adopted August 9, 2024

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**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: AUGUST 9, 2024**

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**In accordance with Chapter 190 of the Florida Statutes, and on, August 9, 2024 at a duly noticed public meeting and after a duly noticed public hearing, the Boards of Supervisors of the Varrea South Community Development District and Varrea North Community Development District adopted the following 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.**

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**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, stormwater ponds, multi-purpose room, 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 must use, or present upon request, 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) Except for Registered Events (as defined herein), 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) For purposes of Registered Events, the number of Guests is instead limited to the event registration information approved by the Amenity Manager, which may not exceed the room or meeting space maximum pursuant to applicable building and safety codes.
- (5) 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	No entrance/use under 14 years of age. See "Fitness Center Policies" herein for further details.
Multi-Purpose Room	Under 14 years of age
Stormwater Ponds	Under 13 years of age

- (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.

### **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 or reserved at any time; however, access may be limited at certain times for various District functions or Registered Events.
- (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 (i) a Slide Attendant is present, (ii) the slide gate is opened, and (iii) 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 the Slide Attendant. Slide Attendant may request riders demonstrate their ability to swim prior to using the slide. Slide Attendant and/or 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.

### **MULTI-PURPOSE ROOM POLICIES**

- (1) Usage by children is subject to age accompaniment requirements set forth herein.
- (2) Persons using the multi-purpose room must clean up all trash brought therein. Each person is responsible for wiping off surfaces after use.
- (3) Food and beverages are permitted only in designated areas and must be in non-breakable containers with screw top or sealed lids. Glass containers are prohibited.
- (4) Smoking of any kind and alcoholic beverages are not permitted within the multi-purpose room.
- (5) Patrons and Guests may not use or enter the multi-purpose room when clothes are wet.
- (6) Pets are not permitted in the multi-purpose room.
- (7) Report any spills or accidents to the facility manager immediately.
- (8) Furniture, games, décor, and accessories may not be removed from the multi-purpose room.
- (9) Wear proper footwear and clothing – no bare feet, swimwear, or wet clothing is permitted.
- (10) The use of profanity or disruptive behavior or roughhousing is absolutely prohibited. Keep noise levels to a minimum to avoid disturbing other users. Music playing devices are not permitted unless they are personal units equipped with headphones.

- (11) The multi-purpose room may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.
- (12) The multi-purpose room's operating hours are to be established and posted by the Amenity Manager.
- (13) Members and their guests will be held responsible for any damage to the furniture, equipment, or game accessories. Costs for repair or replacement of damaged items may be charged to the responsible member's account.
- (14) The multi-purpose room is an unattended facility. Persons using the facility do so at their own risk. The District's staff and contractors are not responsible for any accidents, injuries, or lost, stolen, damaged, or misplaced items. Any theft or suspicious activity should be reported to the facility manager immediately. Users caught stealing or damaging property will face disciplinary action, which may include suspension of facility privileges and legal action.
- (15) Failure to follow the above rules may result in restriction from use of the multi-purpose room. Facility staff and management have the authority to enforce these rules.

#### **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 by Patrons or Guests is not permitted in the fitness center.
- (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.

## **FISHING AND POND POLICY**

- (1) Patrons and Guests thirteen (13) years of age and older may fish in the District's lakes/retention ponds ("**Ponds**") within the District, provided that such use does not violate any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the Ponds.
- (2) No children under the age of thirteen (13) are allowed on the Pond banks at any time, unless accompanied by an adult.
- (3) Pets are not allowed in the Ponds or on the Pond banks at an time.
- (4) Patrons and Guests fishing in the Ponds shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies.
- (5) The District request that everyone respect your fellow neighbor/property owner and access the Ponds through the proper access points. Patrons and Guests may not fish from Ponds that are only accessible from private property without written permission from the private property owner.
- (6) No watercraft except authorized maintenance vehicles are allowed in the Ponds. Any violation of this policy will be reported to the local authorities.
- (7) The District has a catch and release policy for all fish and any other aquatic wildlife caught in the Ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the Ponds from where it was caught. The purpose of the Ponds is to help facilitate the District's natural water system for run off and overflow. As a result, contaminants may be present in the water. Anyone who violates this provision does so at their own risk.
- (8) Swimming is prohibited in all of the Ponds. Please use the pool at the Amenity Facilities for swimming activities.
- (9) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida.

## **EVENT SPACE RENTAL POLICIES – REGISTERED EVENTS**

Patrons may reserve space in the Amenity Facilities (“**Event Space**”) by registration with the Amenity Manager's office for various meetings, classes, events, etc. Upon approval by the Amenity Manager, the requested event will be considered a “**Registered Event**.”

Below are the guidelines set forth and agreed upon by the Board and Amenity Manager regarding Registered Events:

- (10) Registered Events are limited to a maximum of five (5) hours per event, including set up and clean up time. The five (5) hour limitation can only be exceeded upon specific authorization from the Boards.
- (11) Patrons may not hold more than four (4) Registered Events in any twelve (12) month period.
- (12) The daily guest limitation shall not apply to Registered Events. The maximum number of persons attending any event shall not exceed the limitation determined by the Amenity Manager, which in no case may exceed the room or meeting space maximum pursuant to applicable building and safety codes.
- (13) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (14) All applicants will be required to fill out and sign the Amenity Facility Event Space Rental Application available from the Amenity Manager's office, a form of which is attached hereto as **Exhibit C** (form may be updated from time to time).
- (15) Registered Events are subject to the schedule of fees/deposits set forth herein and Exhibit A.
- (16) Reservations of Event Space are on a first come, first serve basis and are subject to approval by the Amenity Manager. Amenity Manager has the authority to reasonably deny a reservation request. Denial of a request may be appealed in writing to the Board for consideration. Reservations are not available when the Event Space has been otherwise reserved for use by the Districts or HOAs.
- (17) Registered Events are not available for rentals during January 1, Easter Sunday, Memorial Day Weekend, July 4, Labor Day Weekend, Thanksgiving Day, December 24, December 25, December 31 or any other weekend on which a federal holiday falls on either a Monday or Friday.
- (18) In the event the Patron wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manager, such cancellation must occur at least one (1) week prior to the date of reservation. Any cancellation within one (1) week of the date of such reservation will forfeit its refundable deposit.

- (19) Upon application for use of the Amenity Facilities, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Event Space will be required to pay the costs associated with the attendant.
- (20) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) may be required for certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Boards). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (21) During Registered Events, except for the Event Space, all other areas of the Amenity Facilities, including the pool and pool area, including the surrounding decks and furniture, shall remain open to all Patrons and their Guests during normal operating hours.
- (22) No open burning or campfires are allowed at the Amenity Facilities or other District property.
- (23) Patrons are not allowed to bring or use grills or smokers at the Amenity Facilities.

**Schedule of Fees/Deposits:**

- (1) A refundable security deposit in the amount set forth in Exhibit A shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a separate check (which shall be made payable to the District). The deposit will be returned after the Registered Event is complete provided there is no evidence of damage to the facility and the Patron abided by these Policies. The Amenity Manager shall determine the amount of deposit to be returned, if any. If damages occurred to the Event Space or its surrounding property or facilities, the Patron reserving the room will be liable for any expenses incurred by the Districts to hire an outside contractor to remediate the damage. To receive a full refund of the deposit, the following must be completed:
  - 1. All garbage is placed in a dumpster or garbage can.
  - 2. All displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
  - 3. Wipe off and restore the furniture and other items to their original position.
  - 4. Wipe off counters, table tops and sink area.
  - 5. No damage has occurred to Event Space and its surrounding property and facilities.
- (3) A non-refundable room cleanup fee will be charged to Patrons as is identified in Exhibit A attached hereto.

**Indemnification** – Each organization, group or individual reserving the use of Event Space (or any part thereof) agrees to indemnify and hold harmless the Districts, officers, agents, contractors and employees thereof from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, whether whole or in part, the renter’s use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity granted pursuant to Section 768.38, *Florida Statutes* or other statute.

## **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 may increased or decreased each year by the District. The fee is to be paid annually and shall be split between the District in a manner determined by the Districts.
Access Card Replacement Fee	\$35
Registered Event Security Deposit (refundable)	\$500
Registered Event Cleaning Fee (non-refundable)	\$100
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**

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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.*

**EXHIBIT C**  
**AMENITY FACILITY EVENT SPACE RENTAL APPLICATION**

**Varrea South Community Development District  
Varrea North Community Development District**

**Amenity Facility Event Space Rental Application**

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Organization (if applicable): \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Facility/Room Requested: \_\_\_\_\_  
 Intended Use: \_\_\_\_\_  
 Date Requested: \_\_\_\_\_ Time (5 hr. max.) From: \_\_\_\_\_ To: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

I agree to indemnify and hold harmless the Varrea South Community Development District ("Varrea South") and Varrea North Community Development District ("Varrea North" and, collectively with Varrea South, the "Districts") and the agents, supervisors, officers, directors, employees and staff of the Districts from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the use of the Amenity Facilities. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat., or other statute.

I have read, understand and agree to abide by all policies and rules of the Districts governing the Amenity Facilities. I acknowledge that failure to adhere to the Districts' policies and rules may result in the suspension or termination of my privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and/or my guests. If requested, I will obtain an event insurance policy naming the Districts and agents, supervisors, officers, directors, employees and staff thereof as additional insureds.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

***I have read and understood the following (please initial each):***

1. \_\_\_\_\_ There is a maximum capacity of [\_\_\_\_\_] persons in the Event Space.
2. \_\_\_\_\_ The five (5) hour maximum time limit includes setup and clean up time and applies to all attendees. No persons are permitted in the Event Space after the end of the Registered Event. Please schedule accordingly.
3. \_\_\_\_\_ Each Patron may rent a portion of the Amenity Facility a maximum of four (4) times per calendar year.
4. \_\_\_\_\_ Alcohol is not permitted in the Amenity Facilities, including the Event Space.
5. \_\_\_\_\_ The Amenity Facilities (except for the Event Space during the Registered Event) are to remain accessible to all Patrons. Additional tables and chairs are available upon request.
6. \_\_\_\_\_ Once the Registered Event is completed, all guests are required to exit. Upon conclusion of the event, standard guest policy applies. The Patron shall be responsible for enforcement of this provision.
7. \_\_\_\_\_ The deposit check may be picked up only after the Amenity Manager inspects the Event Space. If the Event Space is in satisfactory condition and there is no property damage, the check will be shredded within 48 hours if not timely picked up.
8. \_\_\_\_\_ The deposit check may not be returned, and additional fees may be assessed, if the Event Space is not in satisfactory condition post-Registered Event or there is property damage to the Event Space, or if the Registered Event is not kept within the identified times.
9. \_\_\_\_\_ Registered Events in the Event Space are being held in a public facility and may be subject to surveillance by the District's security company.

\_\_\_\_\_  
Deposit Amount

\_\_\_\_\_  
Check Number

\_\_\_\_\_  
Cleanup Fee

\_\_\_\_\_  
Check Number

\_\_\_\_\_  
Received By

\_\_\_\_\_  
Receipt Number

\_\_\_\_\_  
Approved By

\_\_\_\_\_  
Date

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

**16**

## **Memorandum**

**To:** Board of Supervisors

**From:** District Management

**Date:** August 9, 2024

**RE:** HB7013 - Special Districts Performance Measures and Standards Reporting

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

## **Exhibit A:** Goals, Objectives and Annual Reporting Form



**VARREA SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

**Standard:** CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

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District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Print Name

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Date

---

Date

# **VARREA SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **17**

## FIRST AMENDMENT TO SECURITY SERVICES AGREEMENT

**THIS FIRST AMENDMENT** is made and entered into as of the \_\_\_\_ 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 the City of Plant City, Hillsborough County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**Lessee**” or “**District**”), and

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

### RECITALS

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

**WHEREAS**, the District previously entered into that certain *Agreement between the District and the Contractor for the Provision of Security Services* effective June 24, 2024 (the “**Agreement**”);

**WHEREAS**, pursuant to the provisions of the Agreement, the parties desire to amend the Agreement through this First Amendment to the Agreement (“**First Amendment**”) to revise the compensation provides for the services under the Agreement; 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 First Amendment.

**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.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

**SECTION 2.** Section 3.A. of the Agreement is revised as follows:

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 an amount not to exceed \$7,220 per month. The District Designee may establish the number of hours for each month in the Post Orders. If a patrol vehicle is needed, the rate is \$90.00 per week (indicate acceptance by inserting YES or decline patrol car service by inserting NO in the space provided) NO. 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. Scheduled hours for the Services shall be determined in the Post Orders.

**SECTION 3.** Except as specifically amended herein, the Agreement shall remain in full force and effect, unaltered by this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have signed this First Amendment on the day and year first written above.

Attest:

**VARREA SOUTH COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**PROTECTIVE SECURITY SERVICE, LLC**

\_\_\_\_\_  
Witness

Print Name of Witness:

\_\_\_\_\_

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

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

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

**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 24 day of JUNE 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.



**A.** Contractor agrees to provide the labor and other related services necessary for the provision of the Services around the Facilities as supplemented by agreed upon "Post Orders". 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. If a patrol vehicle is needed, the rate is \$90.00 per week NO (indicate acceptance by inserting YES or decline patrol car service by inserting NO). 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 and/or for emergency incidents that may require the officer to work past their scheduled duty day hours. The District, in its sole discretion, may implement an increased schedule corresponding to high peak usage or emergencies (“**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. If patrol car services is added, the parties agree the rate for such service shall be \$90 per week.

**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:

<b>If to Contractor:</b>	Protective Security Service, LLC 3709 Joe Sanchez Road Plant City, Florida 33565 Attn: Stevie and Ana Carmack
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<b>If to District:</b>	Varrea South Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
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**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.

[remainder of page intentionally left blank]

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

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Cindy Cerbone  
Secretary / Assistant Secretary

R. J. ...  
Chairperson, Board of Supervisors

WITNESS:

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

Debbie Gregory  
Witness

STERIE J. CARMACK  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



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

**18**

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

**19**

**RESOLUTION 2024-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VARREA  
SOUTH COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING  
THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2023**

**WHEREAS**, the District's Auditor, Berger, Toombs, Elam, Gaines and Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2023;

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

1. The Audited Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**VARREA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

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

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2024**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2024**

	General Fund	Debt Service Fund 2023	Capital Projects Fund 2023	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 83,039	\$ -	\$ -	\$ 83,039
Investments				
Revenue	-	261,148	-	261,148
Reserve	-	295,557	-	295,557
Construction	-	-	364,180	364,180
Due from Landowner	97,828	-	4,853	102,681
Total assets	<u>\$ 180,867</u>	<u>\$ 556,705</u>	<u>\$ 369,033</u>	<u>\$ 1,106,605</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 2,058	\$ -	\$ -	\$ 2,058
Contracts payable	-	-	368,115	368,115
Due to other	860	-	-	860
Due to Landowner	-	-	4,853	4,853
Landowner advance	106,000	-	-	106,000
Total liabilities	<u>108,918</u>	<u>-</u>	<u>372,968</u>	<u>481,886</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	97,828	-	-	97,828
Total deferred inflows of resources	<u>97,828</u>	<u>-</u>	<u>-</u>	<u>97,828</u>
Fund balances:				
Restricted for:				
Debt service	-	556,705	-	556,705
Capital projects	-	-	(3,935)	(3,935)
Unassigned	(25,879)	-	-	(25,879)
Total fund balances	<u>(25,879)</u>	<u>556,705</u>	<u>(3,935)</u>	<u>526,891</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 180,867</u>	<u>\$ 556,705</u>	<u>\$ 369,033</u>	<u>\$ 1,106,605</u>

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 231,211	\$ 404,424	\$ 1,551,426	26%
Miscellaneous	-	4,246	-	N/A
Total revenues	<u>231,211</u>	<u>408,670</u>	<u>1,551,426</u>	26%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	3,050	18,196	25,000	73%
Engineering	3,247	3,247	3,500	93%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	83	750	2,000	38%
Emma software services	-	1,000	-	N/A
Trustee	4,031	8,278	11,000	75%
Telephone	17	150	200	75%
Postage	-	-	500	0%
Printing & binding	42	375	500	75%
Legal advertising	398	1,557	6,500	24%
Annual special district fee	-	175	175	100%
Insurance	-	5,590	5,913	95%
Contingencies/bank charges	22	139	500	28%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>14,890</u>	<u>76,372</u>	<u>111,203</u>	69%
<b>Field operations</b>				
Property insurance	-	-	50,000	0%
Field operations management	3,333	10,000	53,712	19%
Landscape maintenance	5,692	196,325	350,000	56%
Landscape replacement	-	12,690	150,000	8%
Mulch replacement	-	-	75,000	0%
Streetlights	-	8,813	195,471	5%
Fountains	-	8,355	6,000	139%
Fountains electric	1,252	6,151	24,000	26%
Ponds	2,942	17,962	30,240	59%
Entrance monuments	-	300	24,000	1%
Amenity center	115	684	320,000	0%
Reclaim water	14,605	25,441	12,500	204%
Electirc non fountain & streetlights	20,716	50,927	40,000	127%
Other/misc.	3,510	11,242	55,000	20%
Total field operations	<u>52,165</u>	<u>348,890</u>	<u>1,385,923</u>	25%

**Other fees & charges**

**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Tax collector	-	6,404	54,300	12%
Total other fees & charges	-	6,404	54,300	12%
Total expenditures	67,055	425,262	1,551,426	27%
Excess/(deficiency) of revenues over/(under) expenditures	164,156	(16,592)	-	
Fund balances - beginning	(190,035)	(9,287)	-	
Fund balances - ending	<u>\$ (25,879)</u>	<u>\$ (25,879)</u>	<u>\$ -</u>	



**VARREA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 320,490	\$ 320,106	100%
Assessment levy: off-roll	142,173	284,346	284,346	100%
Developer contribution	13,993	13,993	-	N/A
Interest	1,724	20,164	-	N/A
Total revenues	<u>157,890</u>	<u>638,993</u>	<u>604,452</u>	106%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	135,000	135,000	100%
Interest	-	456,466	456,466	100%
Total debt service	<u>-</u>	<u>591,466</u>	<u>591,466</u>	100%
<b>Other fees &amp; charges</b>				
Tax collector fees	-	6,404	13,338	48%
Total other fees and charges	<u>-</u>	<u>6,404</u>	<u>13,338</u>	48%
Total expenditures	<u>-</u>	<u>597,870</u>	<u>604,804</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	157,890	41,123	(352)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(1,347)	-	N/A
Total other financing sources	<u>-</u>	<u>(1,347)</u>	<u>-</u>	N/A
Net change in fund balances	157,890	39,776	(352)	
Fund balances - beginning	<u>398,815</u>	<u>516,929</u>	<u>523,155</u>	
Fund balances - ending	<u>\$ 556,705</u>	<u>\$ 556,705</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 JUNE 30, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 715	\$ 715
Interest	1,515	13,255
Total revenues	<u>2,230</u>	<u>13,970</u>
<b>EXPENDITURES</b>		
Construction costs	5,341	369,033
Total expenditures	<u>5,341</u>	<u>369,033</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,111)	(355,063)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	1,347
Total other financing sources/(uses)	<u>-</u>	<u>1,347</u>
Net change in fund balances	(3,111)	(353,716)
Fund balances - beginning	(824)	349,781
Fund balances - ending	<u>\$ (3,935)</u>	<u>\$ (3,935)</u>

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

**MINUTES**

**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 June 5, 2024 at 9:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610.

**Present 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
Lauren Schrandt	Access Management
Shane Doherty	Walton Global
Mike Doherty	Walton Global
Cody You	D.R. Horton

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 9:21 a.m. Supervisors Zook, Janek and Hoppe were present. Supervisors Snyder and Conerly were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of William Conerly (Seat 4); Term Expires November 2026**

Ms. Cerbone presented Mr. William Conerly's resignation letter.

<b>On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the resignation of Mr. William Conerly from Seat 4, was accepted.</b>
--

Ms. Cerbone advised Mr. Shane Doherty and Mr. Mike Doherty that, as they are not U.S. citizens they cannot serve on the Board but they may stay for the meeting, if they wish.

**FOURTH ORDER OF BUSINESS****Consider Appointment to Fill Unexpired Term of Seat 4**

Mr. Zook nominated Mr. Cody You to fill Seat 4. No other nominations were made.

**On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the appointment of Mr. Cody You to fill Seat 4, was approved.**

- **Administration of Oath of Office (the following will also be provided in a separate package)**

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Cody You. Mr. You is familiar with the following items:

**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**

- **Acceptance of Resignation of John Snyder (Seat 2); Term Expires November 2024 and Consider Appointment to Fill Unexpired Term of Seat 2**

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

Ms. Cerbone presented Mr. John Snyder's emailed resignation notice.

**On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the resignation of Mr. John Snyder from Seat 2, was accepted.**

Mr. Zook nominated Ms. Anne Mize to fill Seat 2. No other nominations were made.

**On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, the appointment of Ms. Anne Mize to fill Seat 2, was approved.**

The Oath of Office will be administered to Ms. Anne Mize at the next meeting.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2024-01,  
Electing and Removing Officers of the  
District and Providing for an Effective Date**

Mr. Zook nominated the following:

Chair	Ryan Zook
Vice Chair	Anne Mize
Assistant Secretary	Brian Janek
Assistant Secretary	Ryan Hoppe
Assistant Secretary	Cody You

No other nominations were made.

This Resolution removes the following from the Board:

Assistant Secretary	William Conerly
Vice Chair	John Snyder

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

Secretary	Craig Wrathell
Assistant Secretary	Cindy Cerbone
Assistant Secretary	Andrew Kantarzi
Treasurer	Craig Wrathell
Assistant Treasurer	Jeff Pinder

**On MOTION by Mr. Zook and seconded by Mr. You, with all in favor, Resolution 2024-01, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS****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**

Ms. Cerbone presented Resolution 2024-02.

Board Members discussed the request to increase the routine spending limit threshold to \$75,000, due to the size of the CDD. Mr. Dugan explained the purpose of this Resolution and noted that any awarded contracts or agreements will be ratified at the next meeting.

The following change was made to Resolution 2024-02:

4<sup>th</sup> Whereas Clause and throughout: Change "Twenty-Five Thousand Dollars (\$25,000)" to "Seventy-Five Thousand Dollars (\$75,000)"

**On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, Resolution 2024-02, as amended, Authorizing the Chairperson to Take the Necessary Actions to Award Certain Contracts, Agreements and Other Documents; and Providing an Effective Date, was adopted.**

#### SEVENTH ORDER OF BUSINESS

**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**

Ms. Cerbone presented Resolution 2024-03. As directed by the Developer, the Operations and Maintenance (O&M) budget and assessment levels in the Varrea South CDD and Varrea North CDD were kept similar, with the Landowner funding any deficiencies in Varrea South CDD, via a Funding Agreement.

Ms. Cerbone reviewed the Projected Fiscal Year 2025 Revenues and Assessments Tables on Pages 1 and 8, respectively. Mr. Zook stated that the intent is to always use the same format and buildout for both CDDs to ensure each lot owner is paying the same O&M costs and for D.R. Horton to fund any O&M deficits; Walton Global will not receive any type of assessment.

**On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law on August 9, 2024 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**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**

Ms. Cerbone presented Resolution 2024-04. Mr. Zook asked Mr. Kantarzhi to email him about Staff conducting several Landowners' meetings at the offices of D.R. Horton, on November 5, 2024, so he can confirm meeting room availability.

**On MOTION by Mr. Zook and seconded by Mr. You, with all in favor, 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, was adopted.**

**NINTH ORDER OF BUSINESS**

**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**

Ms. Cerbone presented Resolution 2024-04. Mr. Zook authorized Staff to schedule the meeting at the offices of Forestar, if D.R. Horton is not available.

**On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, Resolution 2024-05, Designating November 5, 2024 at 10:00 a.m., at the offices of D.R. Horton, 3501 Riga Boulevard, Suite 100, Tampa, Florida 33619 as the Date, Time and Location for Landowners' Meeting and Election, subject to availability, or at the offices of Forestar, 4042 Park Oaks Boulevard, Suite 200, Tampa, Florida 33610, if necessary; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date, was adopted.**

**TENTH ORDER OF BUSINESS**

**Consideration of Amenity Facilities Related Items**

**A. Acquisition of Amenity Center Improvements**



Mr. Dugan stated that there is one signature pending before the Amenity Center acquisition is completed. Once signed, he will email a confirmation to the Board, which will activate upcoming service agreements and insurance for the Amenity Center.

**B. Britton Air, Inc. HVAC Maintenance Agreement Quote**

Ms. Schrandt is obtaining other proposals, as the contractor has not responded to her calls. This item was deferred.

**C. Protective Security Service, LLC Agreement for the Provision of Securities Services**

Ms. Schrandt will request the Certificate of Insurance and email it with an executed copy of the Agreement to District Staff to finalize.

**On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, Protective Security Service, LLC Agreement for the Provision of Securities Services, was approved.**

**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**

Discussion ensued regarding incorporating additional changes to the Interim Amenity Rules and Policies related to prohibiting personal trainers, granting the ability to hold events subject to Management approval, adding a refundable deposit, adding a non-refundable cleaning fee, setting non-resident fees/rates and posting the Rules on the website.

The following changes will be made to the Interim Joint Amenity Rules, Policies and Fees:

Page 15, (3): Delete entire sentence and insert "Use of personal trainers for residents in the fitness center is prohibited, the room is reserved for resident use considering space limitations."

**On MOTION by Mr. Zook and seconded by Mr. You, with all in favor, Resolution 2024-06, Adopting, Interim Joint Rules and Policies Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District, as amended; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

The following additional change will be made to the Joint Amenity Rules, Policies and Fees:

Page 20, Exhibit A: Add "Events" specifying that events are subject to Management approval with a \$500 refundable deposit and \$100 non-fundable cleaning deposit.

**E. Resolution 2024-07, Designating a Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purposes 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**

**I. Joint Rules, Policies, and Fees Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District**

**II. Notices of Rules Development and Rulemaking**

The following changes were made to the Notice of Rulemaking:

Page 1, Table, Annual User Fee (non-residents): Change "\$2,057.87" to "\$3,000"

Page 1, Table, Replacement Access Card Fee: Change "\$25" to "\$35"

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, Resolution 2024-07, Designating August 9, 2024 at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Boulevard, Suite 200, Tampa, Florida 33610, as the Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purposes of Adopting Joint Rules, Policies, and Fees, as amended, Regarding Amenity Facilities of Varrea South Community Development District and Varrea North Community Development District; and Providing an Effective Date, was adopted.

**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**

On MOTION by Mr. Zook and seconded by Mr. Hoppe, with all in favor, Resolution 2024-08, Approving an Amenity Facility Use Agreement between the District and HOA for Special Events, was adopted.

**ELEVENTH ORDER OF BUSINESS****Consideration of Phase 2B and 6A  
Financing Items****A. Presentation of Engineer's Report**

Mr. Dugan stated that the Master Engineer's Report adopted in 2022 and the First Supplemental Engineer's Report was adopted in 2023. The intent is to levy the maximum assessment amounts that can be levied and collected in assessments but the actual amount will likely be less than that. Having confirmed with Ms. Stewart that the information in the First Supplemental Engineer's Report describing Phase 2B and 6A (Assessment Area Two) Capital Improvement Plan (CIP) improvements costs have not changed, the total estimated cost is approximately \$13 million.

**B. Presentation of Special Assessment Methodology Report**

Ms. Cerbone presented the Master Special Assessment Methodology Report for Assessment Area Two and noted the following:

- The Methodology sets forth the projections for financing a portion of the CIP, as outlined in the Supplemental Engineer's Report as Assessment Area Two.
- Page 13, Table 1 outlines the Assessment Area Two Development Plan, which will consist of 285 units.
- Page 13, Table 2 outlines the CIP construction costs of \$13,113,380.
- Page 13, Table 3 outlines the par amount of bonds of \$18,645,000 to finance \$13,113,380 in 2024 Project costs.
- Page 14, Table 4 describes the Equivalent Residential Unit (ERU) weightings for the various unit types.
- Page 14, Table 5 outlines the Bond Assessment Apportionment associated with the bonds, in accordance with the ERU benefit allocation.
- Exhibit A lists all the parcels associated with this potential debt issuance, which is owned by D. R. Horton.

**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**

Mr. Dugan presented Resolution 2024-09, which accomplishes the following:

- Declares the CDD's intent to potentially levy assessments on the benefited properties.
- Sets forth the same \$13,113,380 total estimated costs outlined in the Engineer's Report.
- Sets forth the same \$18,645,000 assessment estimated costs outlined in the Methodology Report.
- Sets forth the public hearing process, which carries out the first step in the assessment methodology process for the assessment lien for Assessment Area Two.

**On MOTION by Mr. Zook and seconded by Mr. You, with all in favor, 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, was adopted.**

- 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**

**On MOTION by Mr. Zook and seconded by Mr. You, with all in favor, Resolution 2024-10, Setting a Public Hearing on August 9, 2024, at 10:00 a.m., at the offices of Forestar, 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, 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, was adopted.**

**TWELFTH ORDER OF BUSINESS**

**Ratification Items**

- A. Disclosure Technology Services, LLC EMMA® Filing Assistant Software as a Service License Agreement**

\$1,000 per annum.

**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. Split 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**

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, Items 12A through 12F, were ratified.

**THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of April 30, 2024**

On MOTION by Mr. Zook and seconded by Mr. You, with all in favor, the Unaudited Financial Statements as of April 30, 2024, were accepted.

**FOURTEENTH ORDER OF BUSINESS**

**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**

On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the December 1, 2023 Public Meeting [Public Opening of Landscape and Irrigation Maintenance Services RFP Proposal Packages] and the December 8, 2024 Regular Meeting Minutes, as presented, were approved.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Dugan stated that he will make sure all the public notices are published and notify the Board when the Amenity Center acquisition is completed.

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

There was no report.

**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**

Board Members that have not registered with the Commission on Ethics yet to electronically file Form 1, should speak to Ms. Cerbone or Mr. Kantarzhi after the meeting.

- **NEXT MEETING DATE: July 12, 2024 at 10:00 A.M.**
  - **QUORUM CHECK**

The July 12, 2024 meeting will likely be cancelled. If so, the next meeting will be on August 9, 2024.

**SIXTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Mr. Zook asked Ms. Schrandt to e-blast the Interim Amenity Joint Rules and Policies to homeowners and residents, upon receipt in final form.

**SEVENTEENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Zook and seconded by Mr. Janek, with all in favor, the meeting adjourned at 10:16 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

410

411

412

413

414

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

\_\_\_\_\_  
Chair/Vice Chair

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

**STAFF**  
**REPORTS**



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 <b>CANCELED</b>	Regular Meeting	10:00 AM
November 10, 2023 <b>CANCELED</b>	Regular Meeting	10:00 AM
December 8, 2023	Regular Meeting	10:00 AM
January 12, 2024 <b>CANCELED</b>	Regular Meeting	10:00 AM
February 9, 2024 <b>CANCELED</b>	Regular Meeting	10:00 AM
March 8, 2024 <b>CANCELED</b>	Regular Meeting	10:00 AM
April 12, 2024 <b>CANCELED</b>	Regular Meeting	10:00 AM
May 10, 2024 <b>CANCELED</b>	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 <b>CANCELED</b>	Regular Meeting	10:00 AM
August 9, 2024	Regular Meeting	10:00 AM
September 13, 2024	Regular Meeting	10:00 AM