

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

SARASOTA COUNTY

ORGANIZATIONAL MEETING MARCH 20, 2020 10:00 A.M.

> Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, FL 33410

www.centralparccdd.org

561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT 19503 S. West Villages Parkway #A4 Venice, Florida 34293 ORGANIZATIONAL MEETING March 20, 2020 10:00 A.M.

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AFFIDAVIT OF PUBLICATION

SARASOTA HERALD-TRIBUNE PUBLISHED DAILY SARASOTA, SARASOTA COUNTY, FLORIDA

STATE OF FLORIDA COUNTY OF SARASOTA

BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED JM MITCHELL, WHO ON OATH SAID SHE IS VICE PRESIDENT OF SALES, WEST FL, FOR THE SARASOTA HERALD-TRIBUNE, A DAILY NEWSPAPER PUBLISHED AT SARASOTA, IN SARASOTA COUNTY FLORIDA; AND CIRCULATED IN SARASOTA COUNTY DAILY; THAT THE ATTACHED COPY OF ADVERTISEMENT BEING A NOTICE IN THE MATTER OF:

Legal description documented below:

IN THE COURT WAS PUBLISHED IN THE SARASOTA EDITION OF SAID NEWSPAPER IN THE ISSUES OF:

3/11 1x

AFFIANT FURTHER SAYS THAT THE SAID SARASOTA HERALD-TRIBUNE IS A NEWSPAPER PUBLISHED AT SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS THERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID SARASOTA COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MAIL MATTER AT THE POST OFFICE IN SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT SHE HAS 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.

mmithell SIGNED

SWORN OR AFFIRMED TO, AND SUBSCRIBED BEFORE ME THIS \square DAY OF \square DAY OF \square A.D., 20 \square BY JM MITCHELL WHO IS PERSONALLY KNOWN TO ME.

Notary Public



NOTICE OF ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

4y 1

DEVELOPMENT DISTRICT The Board of Supervisors ("Board") of the Central Parc Community Development District will hold its organizational meeting on Friday, March 20, 2020, at 10:00 a.m. at the offices of Special District Services located at 19503 S. West Villages Parkway, #A4 Venice, Florida 34293. The purpose of the meeting is to consider the appointment of staff including, but not limited to, manager, attorney, and others as deemade appropriate by the Board; to consider the services to be provided by the District and the financing plan for same; to consider certain documents related to the issuance of special assessment bonds; and, to conduct any other business that may come before the Board. A copy of the agenda may be obtained from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, and/or toll free at 1-877-737-4922 ("District Manager's Office"). The meeting is open to the public and will

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

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceeding and such person may need to insure that a verbatim record of the proceeding is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

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

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Meetings may be cancelled from time to time without advertised notice.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

PUBLISH: SARASOTA HERALD TRIBUNE 03/11/20

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF CENTRAL PARC# COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statues, being situated entirely within the City of North Port, Sarasota County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desires to organize by designating the Officers of the District per F.S. 190.006(6).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown, to wit:

Chairman
 Vice-Chairman
 Secretary
 Treasurer
 Assistant Treasurer
 Assistant Secretary
 Assistant Secretary
Assistant Secretary

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

PASSED AND ADOPTED THIS <u>20th</u> DAY OF <u>March</u>, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary



AGREEMENT FOR SERVICES MANAGEMENT AND VALIDATION

This Agreement made and entered this _____ day of _____, 2020 between Central Parc Community Development District (hereinafter called the **District**) located in Sarasota County, Florida (hereinafter called the **County**) and Special District Services, Inc. (hereinafter called **SDS**).

WHEREAS, the primary objective of this Agreement is for SDS to provide management, consulting and bond validation services to the **District** acting as an agent of the District as mandated by Chapter 190.007 Florida Statutes; and

WHEREAS, District proposes to engage SDS to perform the tasks identified herein; and,

WHEREAS, District and SDS desire to reduce their Agreement to writing, setting forth the services to be rendered by SDS to District and the compensation to be paid by District to SDS for services rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I — RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II — MANAGEMENT SERVICES

A. WORK PROGRAM — Management

<u>Task 1.</u> SDS will serve as general manager to the **District** and an officer of the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, preparation and maintenance of mandated **District** website (in accordance with section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision, and day to day management of the operations of the **District** in accordance with the provisions of Chapters 119, 189 and 190, Florida Statutes. Management of the maintenance of **District** facilities or property is not included in this Agreement and is subject to negotiation if required. During the first year of this Agreement the number of **District** Board meetings shall be limited to twelve (12) meetings per year, with additional meetings subject to fees mutually agreed to by both parties.

<u>**Task 2.</u> SDS** will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, write all checks and prepare financial reports in accordance with District policies and rules and Florida law.</u>

<u>Task 3.</u> SDS will assist the **District** in the selection of professionals, including district counsel, bond counsel, financial advisor and underwriter, or, if directed by the **District**, SDS, as an officer and general manager of the **District** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

<u>Task 4.</u> SDS, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future.

<u>Task 5.</u> SDS will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District**.

<u>**Task 6.</u> SDS** will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District**. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of **SDS** will be available to testify as an expert witness at any bond validation or other legal proceeding.</u>

Task 7. SDS will provide such other services as mutually agreed to by the parties.

B. WORK PROGRAM - VALIDATION

Task 1. SDS will assist **District's** counsel, bond counsel, financial advisor and underwriter in reviewing the Engineers Report that is required for Validation.

Task 2. SDS, upon the request of the **District**, will prepare the Special Assessment Methodology Report that is required for Validation.

<u>**Task 3.</u> SDS**, upon the request of the **District**, will assist Bond Counsel and District Counsel in preparing for Validation.</u>

Task 4. SDS, if requested, will serve as an expert witness for the Validation hearing.

Upon the completion of the Special Assessment Methodology Report and delivery to the Board of Supervisors of the **District**, payment to **SDS** for Section III is due and payable. **SDS** will perform Tasks 3 and 4 of Section III at no additional cost.

SECTION III — COMPENSATION

A. MANAGEMENT SERVICES

Task 1-4. \$24,000 per year, payable in twelve (12) equal monthly payments of \$2,000. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI). The fee for establishing and maintaining the **District** website shall be \$1,000 annually, payable monthly.

<u>**Task 5.**</u> \$4,000 per year payable upon the submittal of the final Annual Assessment Roll to the **County.**

<u>**Task 6.**</u> The fee for assisting the **District** in preparing and consummating a bond issue shall be a flat fee of \$10,000 per bond issue.

Task 7. This fee will be mutually agreed to by the parties prior to commencement.

B. VALIDATION SERVICES

Task 1. There is no charge for Task 1.

<u>**Task 2.</u>** Upon the completion of the Master Special Assessment Methodology Report and delivery to the Board of Supervisors **SDS** shall be paid the amount of \$10,000. For each Supplemental Special Assessment Methodology Report, the **SDS** fee shall be \$5,000.</u>

Task 3. There is no charge for Task 3.

Task 4. There is no charge for Task 4.

In addition, for its services as general manager to the **District**, **SDS** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). **SDS** will submit monthly invoices to **District** for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Task 7 shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the **District** such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions will be performed by others and are not a part of this agreement.

SECTION V — DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by **SDS** under this Agreement shall be the property of the **District**, upon payment in full of all fees and costs set forth above.

SECTION VI - TERM OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice given sixty (60) days in

Central Parc Community Development District March 20, 2020 Page 4 of 6

advance of the intent to cancel. If termination is by the District and not for cause, District will pay SDS through the end of the sixty (60) day termination notice period, plus an additional thirty (30) days, for management fees as stated for Tasks 1-4 of Section IV, in addition to any other fees or costs due hereunder.

If termination is by the District and for cause, this Agreement will terminate immediately without advance written notice. "For cause" termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement.

SECTION VII — AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

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

SECTION VIII – INDEMNIFICATION

SDS will defend, indemnify, hold harmless the District and its supervisors, officers, staff and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the District may hereafter incur, become responsible for, or be caused to pay out, arising out of or relating to, in whole or in party by, SDS's failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of SDS. SDS's payment obligations under this provision is limited to SDS's apportionment of liability. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after SDS has ceased to be engaged under this Agreement.

SECTION IX – COMPLIANCE WITH GOVERNMENTAL REGULATIONS

In performing its obligations under this Agreement, SDS shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If SDS fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of SDS or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances,

Central Parc Community Development District March 20, 2020 Page 5 of 6

or any other requirement applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION X – COMPLIANCE WITH PUBLIC RECORDS LAWS

SDS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, SDS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. SDS acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the SDS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the SDS 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 SDS' s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the SDS, the SDS 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 SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

SECTION XI- LIMITS OF LIABILITY

Nothing contained herein 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 contained 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 XII - SEVERABILITY

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision Central Parc Community Development District March 20, 2020 Page 6 of 6

shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

SECTION XIII - MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Sarasota County, Florida.

The **District** acknowledges that **SDS** is an officer and general manager of the **District** and is not an attorney and may not render legal advice or opinions, or a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

SPECIAL DISTRICT SERVICES, INC.

By: _____

By: _____

Printed Name and Title Date

Todd Wodraska, PresidentPrinted Name and TitleDate

Hopping Green & Sams

Attorneys and Counselors

March 3, 2020

Board of Supervisors Central Parc Community Development District c/o Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, Florida 33410

Re: Legal Representation for Central Parc Community Development District

Dear Supervisors:

On behalf of Hopping Green & Sams PA, we are pleased to submit this letter regarding our interest in serving as counsel to the Board of Supervisors of the Central Parc Community Development District (the "District"). Hopping Green & Sams has extensive experience representing community development districts and other special taxing districts throughout the state of Florida.

We have been providing clients with advice regarding the operation of community development districts since 1985. Lawyers from our firm presently serve as general counsel to approximately two hundred and twenty-two (222) community development districts and other special taxing districts throughout Florida and have established a number of others. This is one of the firm's areas of expertise and we presently have sixteen (16) attorneys who personally spend one hundred percent (100%) of their legal practice in this area.

Hopping Green & Sams regularly provides advice to districts in contractual matters, bidding, budgeting, and the many other issues with which district boards are confronted on a daily basis. In the central and southern Florida areas, we currently represent several districts in and around Sarasota, Lee, Charlotte, Collier, Manatee and Hillsborough Counties, among many others. It is extremely important that counsel to the District be familiar with the significant responsibilities and obligations of the members of the Board of Supervisors. It is also critical that counsel function effectively as a part of the District's "staff" or management team to ensure that the operations of the District are effectively and smoothly administered. In that regard, we have worked with a variety of engineers, consultants, and other attorneys and fully understand the importance of functioning as a team.

Board of Supervisors March 3, 2020 Page 2

For services as counsel to the District, we propose to charge an hourly rate for the attorney performing the work plus direct out-of-pocket expenses for travel costs, telephone conference, postage, and copying charges, etc. Our rates vary generally depending on the experience of that attorney. For example, my proposed hourly rate is \$385.00. The associates most likely to assist in this work are billed at \$265.00-\$295.00 per hour depending upon experience. For services regarding issuance of debt, we propose a flat fee of \$45,000, exclusive of actual expenses incurred, for the first bond issuance, with fees for each subsequent issuance to be negotiated separately. Other work by attorneys and/or paralegals in the firm would also be performed at their established rates. Our rates are reviewed annually and may be adjusted from time to time in conjunction with such reviews, after providing notice to you. Let me assure you that we will make every effort to keep legal costs as low as possible while providing services consistent with our professional responsibilities. Itemized bills showing all time spent for services are rendered monthly and are due upon receipt. We have attached a copy of the firm's policy with respect to expenses, although to the extent that Chapter 112, F.S., conflicts with these policies, Chapter 112, F.S., will govern.

With respect to conflicts, it is important to disclose that our firm represents a number of other special districts throughout Florida, as well as a number of trustees, including U.S. Bank, National Association and Wells Fargo Bank, National Association. Aside from the disclosures we have already made, we are unaware of any ethical conflicts in our representation of the Central Parc Community Development District. Please note that acceptance of the Fee Agreement will constitute your waiver of any "conflict."

If we can provide you with any additional information, please feel free to contact us. Thank you for this opportunity, and we look forward to working with you.

Sincerely,

Michael C. Eckert For the Firm

MCE/lk

Enclosure



HOPPING GREEN & SAMS PA CDD EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Teleconference Calls. All telephone charges are billed at an amount approximating actual cost.

<u>Photocopying and Printing</u>. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

<u>Facsimile</u>. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

<u>Computerized Legal Research</u>. Charges for computerized legal research are billed at an amount approximating actual cost.

<u>Travel</u>. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

<u>Consultants</u>. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

<u>Word Processing and Secretarial Overtime</u>. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

HOPPING GREEN & SAMS, P.A. FEE AGREEMENT

I. PARTIES

THIS AGREEMENT is made and entered into by and between the following parties:

A. Board of Supervisors Central Parc Community Development District ("Client") c/o Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, Florida 33410

and

B. Hopping Green & Sams, P.A., ("HGS") 119 South Monroe Street, Suite 300 P.O. Box 6526 Tallahassee, FL 32314

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorney and legal representative and in connection with the day-to-day operations of the District. Client may ask HGS to perform other legal services, and if HGS agrees, such legal services shall be performed under the terms of this Agreement unless a separate Attorney Fee and Retainer Agreement is executed
- B. HGS accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by HGS will be maintained confidentially and in accordance with the Florida Bar rules. At the conclusion of the representation, the client file will be stored by HGS in accordance with its document retention policies but held no longer than five (5) years unless specifically directed otherwise by Client or unless the Client File is requested by Client in which event HGS will return the Client File to Client assuming all fees and obligations established in this Agreement have been satisfied in accordance with the terms herein.

IV. FEES

Α. The Client agrees to compensate HGS for services rendered in connection with any matters covered by according to the this Agreement standard hourly billing rates for individual HGS lawyers plus actual expenses incurred by HGS in accordance with the standard Expense attached Reimbursement Policy (Attachment A, incorporated herein by reference). For matters regarding issuance of debt, we will identify a flat fee prior to each such issuance or may track our time hourly.

Bond Validation - billed at the hourly rate

First Bond Issuance - \$45,000

Each Subsequent Bond Issuance - To be Negotiated

Β. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. The standard hourly rate of Michael Eckert, the attorney who is initially expected to handle the bulk of Client's work, is \$385.00 for calendar year 2020; the standard hourly rate for Michelle Rigoni, the associate who is most likely to assist in this work is billed at \$265.00 per hour for calendar year 2020. Other associates who may assist from time to time have similar hourly rates. Additionally, the standard hourly rate for paralegals is \$160.00 for calendar year 2020.

HGS' standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Client hereby agrees to HGS' annual rate increases to the extent hourly rates are not increased beyond \$15/hour for attorneys working on this matter. Any rate adjustments beyond \$15/hour per year will be submitted to the Board for advance consideration and approval. C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

VI. DEFAULT

In any legal proceeding to collect outstanding balances due under this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank National Association ("U.S. Bank"), Regions Bank, Wells and Fargo National Association), bondholders, and other entities throughout Florida relating to community development districts and other special districts. HGS understands that Client may enter into an agreement with U.S. Bank or other trustee in connection with the issuance of bonds, and that Client may request that HGS simultaneously represent Client in connection with the issuance of bonds, while HGS is also representing U.S. Bank or other trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) HGS will be able to provide competent and diliqent representation of Client, regardless of HGS' other representations, and (3) there is not a substantial risk that HGS' representation of Client would be materially limited by HGS' responsibilities to another client, a former client or a third person or by a personal interest.

Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS' representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida.

VIII. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

CENTRAL	PARC	COMMUNITY
DEVELOPM	IENT	DISTRICT

HOPPING GREEN & SAMS, P.A.

By:		
Print	Name:	
Title		

By:_____ Vice President

Date:_____

ATTACHMENT A

HOPPING GREEN & SAMS PA CDD EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

<u>Teleconference Calls</u>. All telephone conference charges are billed at an amount approximating actual cost.

<u>Photocopying and Printing</u>. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

<u>Facsimile</u>. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

<u>Computerized Legal Research</u>. Charges for computerized legal research are billed at an amount approximating actual cost.

<u>Travel</u>. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

<u>Consultants</u>. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

<u>Other Expenses</u>. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

<u>Word Processing and Secretarial Overtime</u>. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

CONSIDER APPOINTMENT OF INTERIM DISTRICT ENGINEER

TO BE DISTRIBUTED UNDER SEPARATE COVER

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Central Parc Community Development District ("District"), located in the City of Northport, Sarasota County Florida, announces that professional engineering services will be required on a continuing basis for the District's public roadway improvements, sound abatement walls, entrance features, the surface water management system, the water distribution system, the sanitary sewer system; and other related public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Sarasota County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit an electronic copy and five (5) hard copies of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on _____

_____, 2020 to the attention of William Crosley, Special District Services, 19503 S. West Villages Parkway, #A3 Venice, FL 34293 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

www.centralparccdd.org

PUBLISH: Sarasota Herald Tribune 00/00/2020



AGREEMENT FOR UNDERWRITING SERVICES CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

March 20, 2020

Board of Supervisors Central Parc Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Central Parc Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements including its Series 2020 Bonds to acquire and/or construct the initial phase of public infrastructure for the District. This Agreement will cover the engagement for the Series 2020 Bonds and will be supplemented for future bond issuances.

- 1. <u>Scope of Services</u>: The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

Member: FINRA/SIPC

3414 W. Bay To Bay Blvd., Suite 300 Tampa, Florida 33629 Phone: 813.281.2700 152 LINCOLN AVENUE WINTER PARK, FLORIDA 32789 PHONE: 407.622.0130 1005 Bradford Way KINGSTON, TENNESSEE 37763 PHONE: 865.717.0303 Page 21



- 2. <u>Fees:</u> The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued.
- 3. <u>Termination</u>: Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
- 4. <u>Purchase Contract</u>: At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
- 5. <u>Notice of Meetings:</u> The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
- 6. <u>Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.</u> The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

Sincerely, MBS Capital Markets, LLC

Brett Sealy Managing Partner

Approved and Accepted By:	
Title:	
Date:	



EXHIBIT A

Disclosures Concerning the Underwriter's Role

(i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm'slength commercial transaction with the District and it has financial and other interests that differ from those of the District;

(iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;

(iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the



delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.



U.S. Bank National Association Global Corporate Trust 500 West Cypress Creek Road, Suite 460 Fort Lauderdale, Florida 33309

March 17, 2020

Jason Pierman Special District Services, Inc. 2501A Burns Road Palm Beach Gardens, Florida 33410

Re: Central Parc Community Development District. Series 2020

Dear Jason:

On behalf of U.S. Bank National Association, I am pleased to submit our proposal to provide Trustee, Registrar and Paying Agent Services for Central Park Community Development District. By way of background, U.S. Bank is the fifth largest and strongest bank in the United States and is the top ranked provider for municipal corporate trust services both nationally and locally in the state of Florida. In Florida, U.S. Bank has maintained the number one ranking on municipal issuances for fourteen consecutive years.

U.S. Bank has made a long-term commitment to remain in the corporate trust business and to expand its corporate trust services through acquisitions and the establishment of offices in key areas. The following are just a few of the many advantages that make U.S. Bank Global Corporate Trust an excellent choice for corporate trust services:

- Trust officers with extensive experience in working with all parties of the financing team.
- Local presence through our Orlando, Jacksonville and South Florida offices to ensure responsiveness for you and the bondholders.

U.S. Bank now offers our clients Pivot, a web-based secure and centralized online platform which provides real-time deal and account information that matters most. Pivot is a customizable, user-friendly interface, developed by experts and fully supported by our team of specialists. With easy online access to real-time account data and analysis tools, our updated platform increases efficiency and gives our clients confidence to make strategic decisions that enhance their operations. Pivot features include: straightforward account summary dashboard, document delivery with notification tools, quick view and multi-level data summaries with efficient shortcuts, customizable data-reporting automation and account grouping, large data download capabilities, reference to 15 months of historical data, comprehensive training, tech assistance and support. For a video demonstration, click the YouTube link: https://youtu.be/YV8AwThDRbU

We look forward to working with Special District Services, Central Parc Community Development District and the professional team on the proposed issuance. If you have any questions or need any additional information, please do not hesitate to contact me 954.938.2476, or via email at: scott.schuhle@usbank.com.

Best,

Scott a. Schuhle

Scott A. Schuhle Vice President Relationship Manager | Southeast Region



Central Parc Community Development District Special Assessment/Capital Improvement Bonds, Series 2020

Acceptance Fee

Covers review of documents, participation in document conferences, establishing records/accounts, authentication/delivery of bonds, receipt of funds, establishment of procedures and ticklers necessary to perform our duties and monitor the various terms and covenants in the financing documents. This one-time fee would be payable at closing.

Annual Administration Fee*

(Calculated at 0.03% of Bonds Outstanding, Min of \$3,750 and Max of \$7,500)

Maintenance of records in connection with the control of the bonds outstanding; review and compliance of document provisions; receive, pay out and control the movement of funds; pay periodic interest and principal; and prepare periodic accountings and reports. Annual Fees are paid in advance and are not prorated. Additional Fee may be charged for additional series, including but not limited to Tax-Exempt/Taxable or Senior/Subordinate structures.

Trustee Counsel Fees

Initial counsel fees paid at closing. Any additional ongoing legal fees and expenses would be billed at cost.

Third-Party Investment Administration

\$1,000 Annual (\$250 for Each Additional Account) The investment fee applies to, but is not limited to outside held investments such as GIC's, forward purchase agreements, state pool funds, etc. It does not apply to U.S. Bank investment products. The investment fee includes the activities associated with establishing the account, manual processing of transactions, reconciliation of balances, wiring of funds, etc. Payable at time of initial investment and annually in advance.

Incidental Expenses

Incidental expenses, such as travel and closing expenses, wires, postage, copies, mailings, courier expenses, etc.

Pivot

Pivot provides our clients the real-time deal and account information that matters most. Through a customizable, user-friendly interface, Pivot offers our clients a secure and centralized online platform.

Extraordinary Expenses / Other Services

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

* The quoted fee does not include services as Disclosure/Dissemination Agent pursuant to Securities & Exchange commission Rule 15c12-12, as amended. U.S. Bank will discuss this service with the Obligor if applicable pursuant to the terms of the bond issue.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to the client directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a nonindividual person such as a business entity, a charity, a trust or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

\$5,250

\$3,750 (Est.)

Waived

Billed at Cost



2

7.50% of Annual Fees

\$1.975

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within, the City of North Port, Sarasota County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Michael C. Eckert is hereby designated as the Registered Agent for the Central Parc Community Development District.

SECTION 2. The District's Registered Office shall be located <u>at Hopping Green &</u> Sams, P.A., 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with the City of North Port, Sarasota County and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING OR RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of North Port, Sarasota County, Florida; and

WHEREAS, the District was established by the City of North Port, Ordinance No. 2020-04, which became effective on February 25, 2020 (the "Ordinance"); and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a "Notice of Establishment" to be recorded within thirty (30) days after the effective date of the Ordinance; and

WHEREAS, the organizational meeting of the District's Board of Supervisors was scheduled for March 20, 2020 (hereinafter, the "Organizational Meeting"); and

WHEREAS, prior to the date of the Organizational Meeting, Hopping Green & Sams, P.A. arranged for the recording of the "Notice of Establishment of the Central Parc Community Development District" in the Sarasota County Official Records to ensure compliance with Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The actions of Hopping Green & Sams, P.A. in the filing of the Notice of Establishment of the Central Parc Community Development District is hereby authorized or ratified, confirmed and approved.

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

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within, the City of North Port, Sarasota County, Florida; and

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

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District's primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at <u>2501A Burns Road, Palm Beach Gardens, FL 33410</u>.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at <u>19503 S. West Villages Parkway, #A3 Venice, FL 34293</u> within Sarasota County, Florida.

SECTION 3. The District's local records office shall be located at <u>19503 S. West Villages</u> <u>Parkway, #A3 Venice, FL 34293</u>.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS <u>20th</u> day of <u>March</u>, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO:	Central Parc Community Development District Board of Supervisors
FROM:	Hopping Green & Sams, P.A.
DATE:	March 11, 2020
RE:	Public Records Retention

The purpose of this memorandum is to outline the District's responsibilities in relation to the retention and disposition of its public records ("Records Retention") and to present a choice between two different resolutions for the Board to consider. Historically, most districts have not engaged in the disposition of records and have simply chosen to keep all records. However, current state law provides for the disposition of many records after a specified period of time. In order to devise a Records Retention Policy which makes sense, there are three primary sources for legal requirements that must be considered.

Overview of State Law Records Retention Requirements

Florida Law sets forth a comprehensive scheme governing Records Retention. Section 257.36, *Florida Statutes*, entitled "Records and Information Management" created the Division of Library and Information Services of the Department of State ("DLIS") which is charged with the duty to set forth policies and rules regulating Records Retention. To this end, DLIS has adopted comprehensive rules and policies applicable to community development districts ("CDDs") which are set forth in the Florida Administrative Code sections 1B-24.001, 1B-24.003, 1B-26.0021, and 1B-26.003. DLIS adopts records retention schedules which provide the minimum amount of time that different public records must be kept before they are disposed ("Schedules"). The Schedules typically applicable to CDDs are GS1-SL (General Records Schedule for Election Records), and GS14 (General Records Schedule for Public Utilities). GS1-SL and GS3 will apply to every CDD, while GS14 will apply to just those CDDs operating water and sewer utilities. Each of these three schedules is further broken down into categories of similar documents.

Under Florida law, all documents of a particular type must be retained for the minimum amount of time set forth in the applicable section of the Schedules. In the event a District record exists that does not fall into one of the specified categories, the District is responsible for requesting that an "Individual Records Schedule" be created by DLIS. Memorandum to Board of Supervisors Central Parc Community Development District II March 11, 2020 Page 2

Florida law allows CDDs to adopt policies that extend the amount of time a record must be kept. However, CDDs do not have the power to shorten the time periods in the Schedules.

Overview of Federal Law Records Retention Requirements by Virtue of Tax-Exempt Bond Issuance

If a District has issued tax exempt bonds, there are various requirements imposed by federal law relating to Records Retention. The general principle is that documents in any way related to the issuance of tax-exempt bonds, revenues securing bonds, and the use of the bond proceeds should be kept until at least three (3) years after the bonds are redeemed. If refunding bonds are issued, records for the refunding bonds <u>and</u> the bonds refunded should be kept until at least three (3) years after the refunding bonds are redeemed. The records which must be kept include, but are not limited to:

- 1. Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion); and
- 2. Documentation evidencing the expenditure of bond proceeds; and
- 3. Documentation evidencing use of bond-financed property by public and private sources (i.e., copies of management contracts and research agreements); and
- 4. Documentation evidencing all sources of payment or security for the bonds, such as assessments; and
- 5. Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).

Overview of Trust Indenture Requirements to Retain Records

Most, if not all, trust indentures require CDDs that have issued bonds to maintain records which demonstrate that the District has not taken any action to jeopardize the tax-exempt status of the bonds.

Current Responsibilities for District Records Retention

Section 119.021(2)(b), *Florida Statutes*, provides that the District must comply with the DLIS rules establishing retention schedules and disposal processes. Section 119.021(2)(c), *Florida Statutes*, provides that each public official shall systematically dispose of records no longer needed, subject to the consent of DLIS. Although the ultimate responsibility rests with the Secretary, the District needs to formally appoint a Records Management Liaison Officer to interact with DLIS. The attached resolutions appoint a Records Management Liaison Officer and outline such person's duties.

Memorandum to Board of Supervisors Central Parc Community Development District II March 11, 2020 Page 3

District Options for Records Retention Policy

At this point in time, the District really has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. HGS has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time. While this seems like the easiest approach, it has its drawbacks and is inconsistent with the structure intended by Florida law. Not disposing of documents in a timely manner increases the cost of maintaining records thereby shifting valuable financial resources away from core functions. In addition, unnecessary Records Retention may disadvantage a District in future litigation and may be viewed as a lackadaisical approach to records management, thereby undermining the public's confidence in the integrity of the Records Retention system. Despite these concerns, the District could choose to keep all records. HGS has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

Electronic Recordkeeping

Electronic recordkeeping is one of the many subjects under consideration by the Florida Legislature and our office will circulate an update on any legislative developments that occur. Presently, electronic recordkeeping is authorized by Rule 1B-26.003, Florida Administrative Code, which provides control standards relating to the same. The DLIS recently released the "Electronic Recordkeeping Strategic Plan," which focuses on recording strategies as they relate to electronic records. The Strategic Plan, as well as a multitude of resources for records managers, is made available for review by DLIS at the following address: http://dlis.dos.state.fl.us/index_RecordsManagers.cfm.

OPTION 1

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of North Port, Sarasota County, Florida; 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, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records

Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;

B. Coordinate the District's records inventory;

C. Maintain records retention and disposition forms;

D. Coordinate District records management training;

E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;

F. Participate in the development of the District's development of electronic record keeping systems;

G. Submit annual compliance statements;

H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and

I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

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

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of North Port, Sarasota County, Florida; and

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

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a policy ("Public Comment Policy") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one (1) period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

A. An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

B. Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of

personal or general concern during the Public Comment Period provided after the conclusion of the District's business items.

C. Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

A. Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.

B. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior and from making vulgar or threatening remarks. Speakers

shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

D. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

i. The Presiding Officer may declare a recess;

ii. The Presiding Officer may contact the local law enforcement authority; or iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION 2020-07

A RESOLUTION SETTING FORTH THE POLICY OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") and the officers and staff of the Central Parc Community Development District (the "District") are constantly presented with the necessity for making decisions regarding various phases of the District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the members of the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legalprotection of the Board and its officers and staff to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers, and staff (together, "Indemnitees") of the District, shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

A. All members of the Board of Supervisors; and

B. Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights

secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. §1983 or other federal statute. The District further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not protect the Board and its officers from liability through its laws, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose, and not in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

SECTION 5. In the event that the District has expended funds to provide an attorney to defend a Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 6. The District agrees to pay any final judgment, including damages, fines, penalties, or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. §1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph; provided, however, that the District determines such compromise or settlement to be in the District's best interest.

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

A. The actions of the Indemnitee were outside the scope of his or her duties and authority; or

B. The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm, or were done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or

C. The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

SECTION 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

A. A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager, or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and

B. The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

SECTION 9. Any indemnification, legal defense, or other protection provided pursuant to this representation shall not extend to:

A. Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and

B. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and

C. Any fine, penalty, or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

D. Claims brought against the Indemnitee by the District's Board of Supervisors; and

E. Any indemnification or defense prohibited by law.

SECTION 10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

A. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or

B. Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:

i. Approve, in advance, any agreement for legal fees or disbursements; and

ii. Pay all or part of the legal fees, costs, and other disbursements, and to set a maximum for legal fees, costs, and other disbursements; and

iii. Direct the defense and settle or compromise the action or claim; and

iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnitee.

SECTION 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Board member and/or officer.

SECTION 13. The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

[*Remainder of this page intentionally left blank*]

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of North Port, Sarasota County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, offsite, entry feature and signage improvements, stormwater management systems, water and sewer utilities, street lighting, roadway improvements and amenity facilities and any other improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District intends to adopt a *Master Engineer's Report* ("Improvement Plan"), which sets forth the scope of the District's capital improvement plan and the improvements that are to be constructed thereto ("Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Improvement Plan, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("Permits and Conveyances"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson to approve and execute the Permits and Conveyances necessary to finalize the development of the District's improvement plan ("Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the review of the District Engineer and the District Counsel, both agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's Improvement Plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairperson the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept, or execute Permits and Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION NO. 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2019/2020 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Central Parc Community Development District ("District") to establish a regular meeting schedule for fiscal year 2019/2020; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2019/2020 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, SARASOTA COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1</u>. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2019/2020 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED AND EFFECTIVE THIS <u>20th</u> DAY OF <u>March</u>, 2020.

ATTEST:

Secretary/Assistant Secretary

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

By:___

By:____

Chairperson/Vice Chairperson

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019/2020 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Central Parc Community Development District** will hold Regular Board Meetings at the offices of Special District Services located at 19503 S. West Villages Parkway, #A4 Venice, Florida 34293 at ______ a.m./p.m., on the following dates:

April	, 2020
May	, 2020
June	, 2020
July	, 2020
August	, 2020
September	, 2020

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 239-444-5790 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 239-444-5790 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

www.centralparccdd.org

PUBLISH: Sarasota Herald Tribune 00/00/2020

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of North Port, Sarasota County, Florida; and

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

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

WHEREAS, the effective date of the Ordinance creating the District (the "Ordinance") was February 25, 2020; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors for the District within ninety (90) days after the effective date of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. In accordance with Section 190.006(2), *Florida Statutes*, the initial meeting of the landowners to elect five (5) supervisors of the District, shall be held on the _____ day of _____, 2020 at _____ .m. at _____

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

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's organizational meeting held on the _____ day of ______, 2020. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Special District Services, Inc., located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

Composite Exhibit A

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT II

Notice is hereby given to the public and all landowners within the Central Parc Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 207.561 acres, generally located south of Appomattox Drive, north of Tamiami Trail, east of North Port Boulevard, and west of South Sumter Boulevard, in the City of North Port, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE:		
TIME:	m.	
PLACE:		

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (561) 630-4922, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

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

Todd Wodraska District Manager Run Date(s): _____ & _____

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

LANDOWNER PROXY CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA LANDOWNERS' MEETING – _____,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _______ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Central Parc Community Development District to be held at ______, on ______, at ______.m. and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner		
Signature of Legal Owner	Date	
Parcel Description	<u>Acreage</u>	Authorized Votes

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

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA LANDOWNERS' MEETING – _____, ____,

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the three (3) candidates receiving the next highest number of votes will each receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

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

Description	<u>Acreage</u>

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

or

Attach Proxy.

I, ______, as Landowner, or as the proxy holder of _________, hereto, do cast my votes as follows:

NAME OF CANDIDATE

NUMBER OF VOTES

1	<u> </u>
2	
3	
4	
5	

Date:	

Printed Name: _____

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING THE REMAINDER OF THE PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") was established by Ordinance No. 2020-04, adopted by the City Commissioners of the City of North Port, Florida, effective as of February 25, 2020; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Central Parc Community Development District (the "Board") the proposed budget for the Fiscal Year 2019/2020, which concludes September 30, 2020; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PROPOSED BUDGET APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE:	
HOUR:	
LOCATION:	

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of North Port and Sarasota County at least (sixty) 60 days prior to the hearing set above.

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

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

SECTION 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.

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

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2019/2020 Proposed Budget

Exhibit A Fiscal Year 2019-2020 Proposed Budget

[<mark>Attach</mark>]

Central Parc Community Development District

Proposed Budget For Fiscal Year 2019/2020 March 20, 2020 - September 30, 2020

CONTENTS

- I PROPOSED BUDGET
- II DETAILED PROPOSED BUDGET

PROPOSED BUDGET CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019/2020 MARCH 20, 2020 - SEPTEMBER 30, 2020

REVENUES	F	ISCAL YEAR 2020/2021 BUDGET
O&M Assessments		0
Developer Contribution		76,975
Debt Assessments		
Interest Income		0
		0
TOTAL REVENUES	\$	76,975
EXPENDITURES		
Supervisor Fees		0
Engineering/Inspections		2,500
Engineering Report*		15,000
Management		12,000
Legal		20,000
Assessment Roll		0
Methodology Report*		15,000
Audit Fees		0
Arbitrage Rebate Fee		0
Insurance		4,000
Legal Advertisements		5,000
Miscellaneous		1,000
Postage		300
Office Supplies		1,500
Dues & Subscriptions		175
Website Management		500
Trustee Fees		0
Continuing Disclosure Fee		0
TOTAL EXPENDITURES	\$	76,975
REVENUES LESS EXPENDITURES	\$	-
Bond Payments		0
BALANCE	\$	-
County Appraiser & Tax Collector Fee		0
Discounts For Early Payments		0
EXCESS/ (SHORTFALL)	\$	-

*These items can either be classified as operating expenditures or as bond closing expenditures. If they are classified as bond closing expenditures the total budget would be \$46,975.00

DETAILED PROPOSED BUDGET CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019/2020 MARCH 20, 2020 - SEPTEMBER 30, 2020

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2018/2019	2019/2020	2020/2021	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
O&M Assessments	0	0	0	
Developer Contribution	0	0	76,975	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
TOTAL REVENUES	\$-	\$-	\$ 76,975	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	0	0	2,500	
Engineering Report*	0	0		
Management	0	0		6 Months X \$2,000
Legal	0	0	20,000	
Assessment Roll	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Methodology Report*	0	0	15,000	
Audit Fees	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Arbitrage Rebate Fee	0	0		Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	0	4,000	
Legal Advertisements	0	0	5,000	
Miscellaneous	0	0	1,000	
Postage	0	0	300	
Office Supplies	0	0	1,500	
Dues & Subscriptions	0	0	175	Annual Fee Due Department Of Economic Opportunity
Website Management	0	0	500	\$1,000 Per Year
Trustee Fees	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	0	0	Will Commence In Fiscal Year Following Issuing Of Bond
TOTAL EXPENDITURES	\$ -	\$ -	\$ 76,975	
REVENUES LESS EXPENDITURES	\$-	\$-	\$-	
Bond Payments	0	0	0	
BALANCE	\$-	\$ -	<u>\$</u> -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ -	\$-	\$-	

*These items can either be classified as operating expenditures or as bond closing expenditures. If they are classified as bond closing expenditures the total budget would be \$46,975.00

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019-2020 BUDGET FUNDING AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 11th day of March, 2020, by and between:

Central Parc Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

Sabal Trace Development Partners, LLC, a Florida limited liability company, with a mailing address of 521 NE Spanish Trail, Boca Raton, Florida 33432 ("Developer" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by Ordinance No. 2020-04, adopted by the City Commission of the City of North Port, Florida, effective as of February 25, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

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

WHEREAS, the District is adopting its general fund budget for the remainder of fiscal year 2019-2020, which fiscal year 2019-2020 commenced on October 1, 2019, and concludes on September 30, 2020 ("Budget"); and

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

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

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

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

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

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

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

1. <u>**RECITALS**</u>. The recitals stated above are true and correct and by this reference is incorporated herein as a material part of this Agreement.

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

3. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in Exhibit A for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorney's fees, paralegal fees, expenses, and court costs, incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2019/2020 Budget" in the public records of Sarasota County, Florida ("County"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2019/2020 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the

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

4. <u>ALTERNATIVE COLLECTION METHODS</u>. This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides the Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

5. <u>AGREEMENT; AMENDMENTS</u>. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

6. <u>AUTHORIZATION</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. <u>ASSIGNMENT</u>. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed.

8. **DEFAULT**. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 4 above.

9. <u>THIRD PARTY RIGHTS; TRANSFER OF PROPERTY</u>. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

10. <u>CONTROLLING LAW</u>. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Sarasota County, Florida.

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

12. <u>PUBLIC RECORDS</u>. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. The Developer acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the

contract term and following the contract term if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, OR THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

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

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

[Remainder of this page left intentionally blank]

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

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

WITNESS:

Chairperson/Vice Chairperson

SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company

By: Fields-Realty, LLC Its: Manager

Witness Signature

By: _____ Its: Manager

Print Name

Exhibit A: Property DescriptionExhibit B: Fiscal Year 2019-2020 General Fund Budget

Exhibit A

Property Description

PARCEL I

A PORTION OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOF RECORDED IN PLAT BOOK 19 AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE;

THENCE CONTINUE S.21°12'00"W., ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, A DISTANCE OF 233.67 FEET TO THE POINT OF BEGINNING;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 674.01 FEET TO THE POINT OF CURVATURE OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID CURVE BEARING N.76°21'08"E.;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 65°22'48" A DISTANCE OF 313.80 FEET TO A POINT ON THE ARC OF SAID CURVE;

THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 707.14 FEET;

THENCE S.67°08'07"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 128.83 FEET;

THENCE S.62°59'35"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 101.03 FEET;

THENCE S.76°21'08"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 511.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING S.52°35'23"E.;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 113°47'29", A DISTANCE OF 446.86 FEET TO A POINT ON THE ARC OF SAID CURVE; THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 213.08 FEET;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 330.63 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 28, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.89°31'55"E., A DISTANCE OF 802.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 28 WHICH IS COMMON TO THE SOUTHEAST CORNER OF SECTION 29, THE NORTHEAST CORNER OF SECTION 32 AND THE NORTHWEST CORNER OF SECTION 33 ALL IN SAID TOWNSHIP 39 SOUTH, RANGE 21 EAST; THENCE CONTINUE S.13°38'52"E. ALONG SAID WESTERLY BOUNDARY OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE A DISTANCE OF 58.18 FEET;

THENCE S.44°30'00"E., ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 300.40 FEET TO THE SOUTHEASTERLY CORNER OF LOT 18, BLOCK ONE, AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE WHICH IS THE MOST NORTHERLY CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE, PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGES 50 AND 50A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE THE FOLLOWING 4 COURSES, S.45°30'00"W. A DISTANCE OF 60.00 FEET; THENCE S. 09°08'12"E. A DISTANCE OF 331.05 FEET;

THENCE S.02°52'43"W. A DISTANCE OF 931.00 FEET;

THENCE S.27°52'00"W. A DISTANCE OF 252.17 FEET TO THE POINT OF CURVATURE OF A 156.17 FOOT RADIUS CURVE TO THE RIGHT, WITH THE CENTER POINT OF SAID CURVE BEARING N.62°08'00"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°12'10", A DISTANCE OF 155.92 FEET TO A POINT OF REVERSE CURVATURE WITH A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID CURVE BEARING S.04°55'50"E.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 64°25'44" A DISTANCE OF 309.24 FEET TO THE SOUTHWEST CORNER OF AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE WHICH IS ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE (100 FEET WIDE) AS PLATTED IN NORTH PORT CHARLOTTE COUNTRY CLUB UNIT TWO, PER PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGES 37 AND 37A THROUGH 37C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE N.69°21'34"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.97 FEET TO THE SOUTHEAST CORNER OF BLOCK 3 IN SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT TWO;

THENCE ALONG THE BOUNDARY OF SAID BLOCK 3 THE FOLLOWING 12 COURSES, N.15°29'25"W. A DISTANCE OF 361.35 FEET TO THE POINT OF CURVATURE OF A 685.00 FOOT RADIUS CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.74°30'35"E.; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°28'36", A DISTANCE OF 256.76 FEET TO A POINT OF TANGENCY;

THENCE N.05°59'11"E., A DISTANCE OF 117.89 FEET TO THE POINT OF CURVATURE OF A 3,000.00 FOOT RADIUS CURVE TO THE LEFT WITH THE CENTER POINT BEARING S.84°00'49"E.:

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 05°55'49", A DISTANCE OF 310.51 FEET TO A POINT OF TANGENCY;

THENCE N.00°03'22"E. A DISTANCE OF 132.71 FEET TO A POINT ON THE ARC OF A 1,260.00 FOOT RADIUS NON-TANGENT CURVE WITH THE CENTER POINT BEARING N.53°46'43"E.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°18'44", A DISTANCE OF 380.72 FEET;

THENCE LEAVING THE ARC OF SAID CURVE N.79°14'40"W. A DISTANCE OF 148.65 FEET; THENCE S.25°37'28"W. A DISTANCE OF 76.15 FEET TO A POINT ON THE EAST LINE OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.00°31'18"E. A DISTANCE OF 576.55 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AS REFERENCED ON THE AFORESAID RECORDED PLAT;

THENCE CONTINUE S.25°37'28"W. A DISTANCE OF 352.40 FEET TO THE POINT OF CURVATURE OF A 1,800.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTER POINT BEARING N.64°22'32"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°25'11", A DISTANCE OF 672.92 FEET TO A POINT OF TANGENCY; THENCE S.47°02'39"W. A DISTANCE OF 314.34 FEET;

THENCE S.19°12'49" E. A DISTANCE OF 229.37 FEET TO THE SOUTHWEST CORNER OF AFORESAID BLOCK 3 ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE AS SHOWN ON SAID RECORDED PLAT OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT TWO;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGES 929 AND 930, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA THE FOLLOWING 3 COURSES S.70°47'11"W. A DISTANCE OF 69.44 FEET TO THE POINT OF CURVATURE OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.19°12'49"W.;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°53'10" A DISTANCE OF 243.65 FEET TO A POINT OF TANGENCY; THENCE N.69°19'39"W. A DISTANCE OF 1041.94 FEET;

THENCE LEAVING THE RIGHT-OF-WAY OF GREENWOOD AVENUE N.22°14'25"W. A DISTANCE OF 232.52 FEET: THENCE N.05°09'40"E. A DISTANCE OF 133.96 FEET; THENCE N.09°47'12"E. A DISTANCE OF 637.41 FEET; THENCE N.00°27'44"W. A DISTANCE OF 252.77 FEET; THENCE N.00°07'11"W. A DISTANCE OF 230.00 FEET; THENCE N.42°58'51 "W. A DISTANCE OF 196.78 FEET; THENCE S.89°14'59"W. A DISTANCE OF 85.60 FEET; THENCE N.42°12'50"W. A DISTANCE OF 109.58 FEET; THENCE N.23°18'07"W. A DISTANCE OF 150.51 FEET; THENCE N.65°05'38"W. A DISTANCE OF 109.88 FEET: THENCE N.20°00'36"W. A DISTANCE OF 69.50 FEET: THENCE N.05°33'24"E. A DISTANCE OF 92.98 FEET: THENCE N.31°38'55"E. A DISTANCE OF 122.29 FEET; THENCE N.51°57'16"E. A DISTANCE OF 77.05 FEET; THENCE N.14°47'40"E. A DISTANCE OF 125.91 FEET; THENCE N.38°14'00"E. A DISTANCE OF 60.72 FEET; THENCE N.24°07'41"W. A DISTANCE OF 386.77 FEET; THENCE N.05°55'09"E. A DISTANCE OF 164.43 FEET; THENCE N.88°58'08"W. A DISTANCE OF 227.04 FEET; THENCE S.39°01'51 "W. A DISTANCE OF 217.73 FEET; THENCE S.82°22'06"W. A DISTANCE OF 608.57 FEET; THENCE S.89°17'43"W. A DISTANCE OF 28.34 FEET; THENCE S.44°21'26"W. A DISTANCE OF 50.00 FEET; THENCE N.45°48'39"W. A DISTANCE OF 249.21 FEET: THENCE S.89°59'18"W. A DISTANCE OF 69.98 FEET; THENCE N.62°19'34"W. A DISTANCE OF 87.07 FEET TO A POINT ON THE ARC OF A 3,136.58 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.84°15'00"E .; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'49", A DISTANCE OF 246. 18 FEET; THENCE S.79°45'11"E., RADIAL TO THE LAST CURVE, A DISTANCE OF 76.60 FEET TO A POINT ON THE ARC OF A 290.00 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.79°45'11"E .; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°34'49", A DISTANCE OF 250.95 FEET; THENCE N.59°49'38"E. A DISTANCE OF 476.48 FEET; THENCE S.81°06'29"E. A DISTANCE OF 281.17 FEET; THENCE N.52°22'52"E. A DISTANCE OF 236.57 FEET; THENCE N.18°50'44"W. A DISTANCE OF 162.44 FEET: THENCE N.18°59'48"E. A DISTANCE OF 266.03 FEET TO THE POINT OF CURVATURE OF A 230.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING N.71°00'12"W .; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°18'09", A DISTANCE OF 161.78 FEET; THENCE LEAVING SAID CURVE N.45°26'23"E. A DISTANCE OF 203.80 FEET; THENCE N.89°59'57"E. A DISTANCE OF 190.00 FEET; THENCE S.45°34'34"E. A DISTANCE OF 423.96 FEET; THENCE S.27°44'18"E. A DISTANCE OF 270.11 FEET; THENCE S.07°51'12"E. A DISTANCE OF 878.24 FEET TO THE POINT OF CURVATURE OF A 290.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING N.82°09'11"E .; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°09'44", A DISTANCE OF 299.45 FEET; THENCE LEAVING SAID CURVE S.00°00'00"E. A DISTANCE OF 150.00 FEET: THENCE S.08°00'44"E. A DISTANCE OF 265.03 FEET; THENCE S.82°19'14"E. A DISTANCE OF 73.49 FEET;

THENCE S.20°34'37"E. A DISTANCE OF 373.99 FEET; THENCE S.25°20'41"W. A DISTANCE OF 276.53 FEET; THENCE S.25°53'48"E. A DISTANCE OF 179.85 FEET; THENCE S.72°42'22"E. A DISTANCE OF 432.37 FEET; THENCE N.73°47'42"E. A DISTANCE OF 159.34 FEET; THENCE N.19°41'55"E. A DISTANCE OF 430.17 FEET; THENCE N.36°26'12"W. A DISTANCE OF 776.03 FEET; THENCE N. 10°04'09"E. A DISTANCE OF 206.48 FEET; THENCE N. 10°04'09"E. A DISTANCE OF 149.54 FEET; THENCE N.24°42'09"E. A DISTANCE OF 550.36 FEET; THENCE N.24°42'09"E. A DISTANCE OF 206.16 FEET; THENCE N.75°57'50"E. A DISTANCE OF 206.16 FEET; THENCE S.54°34'16"E. A DISTANCE OF 317.41 FEET TO THE POINT OF BEGINNING.

CONTINING 9,019,275 SQUARE FEET, OR 207.054 ACRES, MORE OR LESS

TOGETHER WITH;

PARCEL IV:

A PORTION OF SECTION 29, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOFRECORDED IN PLAT BOOK 19, AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, SAID NORTHWESTERLY COMER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD AS PLATTED IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, AS RECORDED IN PLAT BOOK 2 L AT PAGES 13, 13-A THROUGH 13-NN IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE S. 21°12'00"W. A DISTANCE OF 233.67 FEET TO THE NORTHERLY BOUNDARY OF SABAL TRACE COUNTRY CLUB;

THENCE N.54°34'16"W., A DISTANCE OF 103.17 FEET;

THENCE LEAVING SAID NORTHERLY BOUNDARY N.21°12'00"E., A DISTANCE OF 208.31 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S.68°48'00"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,100 SQUARE FEET, OR 0.507 ACRES, MORE OR LESS.

HAVING A COMBINED TOTAL AREA OF 9,041,375 SQUARE FEET, OR 207.561 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE WHERE THE WEST LINE OF BLOCK 1, NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE BEARS S.13°28'34"E.

Exhibit B

FY2019-2020 General Fund Budget

[see attached]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of North Port, Sarasota County, Florida; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure, which is attached hereto as Exhibit A, on ______, 2020, at ______.m., at the ______.

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

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

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of North Port, Sarasota County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on ________at _____.m., at ______

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

.

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

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of North Port, Sarasota County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositors; and

WHEREAS, the Board wishes to designate a public depository for District funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. <u>Seacoast National Bank</u>, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District's Secretary is hereby directed to take the following steps:

- **A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- **B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.

C. Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION NO. 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Central Parc Community Development District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, William Crosley and _______ to serve as the signatories, as required, on the District checking/operating account; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

<u>Section 2</u>. Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

<u>Section 3</u>. When necessary to write checks, the signatures of two (2) of the five (5) signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

PASSED, ADOPTED and becomes EFFECTIVE this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

By:___

By:

Chairperson/Vice Chairperson

Secretary/Assistant Secretary

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of North Port, Sarasota County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

WHEREAS, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

A. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.

B. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

C. Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, *Florida Statutes*.

D. Direct obligations of the U.S. Treasury.

SECTION 2. Securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely in the City of North Port, Sarasota County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

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 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance With the Local Government Prompt Payment Act Chapter 218, Part VII, *Florida Statutes*

March 11, 2020

<u>Central Parc Community Development District</u> Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the Central Parc Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is ______. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 630-4922, email twodraska@sdsinc.org).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

- 1. Name of Vendor
- 2. Remittance address
- 3. Invoice Date
- 4. Invoice number
- 5. The "Bill To" party must be the District or the Board, or other entity approved

in writing by the Board of the District Manager

- 6. Project name (if applicable)
- 7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
- 8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
- 9. Any applicable discounts
- 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Central Parc Community Development District c/o Special District Services, Inc. The Oaks Center, 2501A Burns Road Palm Beach Gardens, Florida 33410

2. Email Address

twodraska@sdsinc.org

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the <u>latest</u> date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:

- i. Be provided in writing;
- ii. Specify any and all known deficiencies; and
- iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
- 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

- 3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
- 4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
- 5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
- 6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. **Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. §218.739(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. **Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (\$218.78, Fla. Stat.).

RESOLUTION NO. 2020-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Central Parc Community Development District ("District") hereby approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, THAT:

<u>Section 1</u>. The above recitals are hereby adopted.

Section 2. That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

PASSED, ADOPTED AND EFFECTIVE THIS 20th DAY OF March, 2020.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By:___

By:_____

Chairperson/Vice Chairperson

Secretary/Assistant Secretary



DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT Governor WESLEY MAUL Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested. B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

<u>Responsibilities of Requesting Parties</u>. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

- E. The names of all personnel whom the Assisting Party designates as Supervisors.
- F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

<u>Costs Eligible for Reimbursement</u>. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable. C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT Ву: _____ Date: _____ Director ATTEST: BOARD OF COUNTY COMMISSIONERS CLERK OF THE CIRCUIT COURT OF ____COUNTY, STATE OF FLORIDA By: _____ By: _____ Deputy Clerk Chairman Date: Approved as to Form: By: ______County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: Director	Date:
ATTEST: CITY CLERK By:	CITY OF STATE OF FLORIDA By:
Title:	Title:
	Date:
	Approved as to Form:

By: ______City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By:	
Dire	ctor

Date: _____

_____ SCHOOL DISTRICT,

STATE OF FLORIDA

By:	Ву:
Title:	Title:
	Date:

Approved as to Form:

By: _____ Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: Director	Date:
ATTEST:	BOARD OF TRUSTEES OF COMMUNITY COLLEGE, STATE OF FLORIDA
	BOARD OF TRUSTEES OF UNIVERSITY, STATE OF FLORIDA
Ву:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By:	Date:
By: Director	
SPECIAL DIST	`RICT,
STATE OF FLORIDA	
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Ву:	Date:	
Director		
ATTEST:	BOARD OF TRUSTEES OF	
	AUTHORITY, STATE OF FLORIDA	
By:	By:	
Clerk	Chairman	
	Date:	
	Approved as to Form:	
	By:	
	Attorney for Board	

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: Director	Date:	
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA	
By: Council Clerk	By: Chairman	
	Date: Approved as to Form:	
	By:	

By: ______Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By:	Date:
CENTAL PARC COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA	
By:	By:
Title: <u>Chairman</u>	Title: Secretary
	Date:
	Approved as to Form:
	By: Attorney for District
	Date:

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government	t: Central P	arc Community	Development District
Mailing Address:	c/o Special District Services	, Inc.	
	2501A Burns Road, Palm B	each Gardens, FI	2 33410
	Authorized Representativ		
Authorized Represent	tative		
Name:	Todd R. Wodraska		
Title:			
Address:	2501A Burns Road, Palm B	each Gardens, FI	2 33410
Day Phone:	561-630-4922	Night Phone:	
Facsimile:	561-630-4923	Email:	twodraska@sdsinc.org
1 st Alternate Authoriz	ed Representative		
Name:	Peter L. Pimentel		
Title:	District Manager		
Address:	2501A Burns Road, Palm B	each Gardens, Fl	L 33410
Day Phone:	561-630-4922	Night Phone:	
Facsimile:	561-630-4923	Email:	ppimentel@sdsinc.org
2 nd Alternate Authoriz	zed Representative		
Name:			
Title:			
Address:			
Day Phone:		Night Phone:	
Facsimile:		Email:	

PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR

23

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: ______ DATE: ______ I certify that the foregoing is an accurate copy of the Resolution adopted by _______.

BY: _____

TITLE: _____

DATE: _____

Attachment 1	Attachment 1 STATEWIDE MUTUAL AID AGREEMENT Type or print all information except signatures Form B							
PART I			TO BE (COMPLET	ED BY	THE REQUES	TING	G PARTY
Date:		Time:			HRS			Mission No:
			(local)					E-mail
Point of Contact:			Tele	ephone No:		Assisting Pa	arty:	address:
Requesting Party							I	
Incident Requir			Part IV for a					
Турс от Азлачино	.2/ 10001000				lace j			
	me Resources eeded:							ocation ddress):
Approximated Dat	ate/Time Reso	ources					(au	laress):
	eased:							
Authorized Officia	al's Name:				Signature	9:		
Title:				Agency:				
PART II			TO BE	COMPLE	TED BY	THE ASSIST	ING	PARTY
Contact Person:	:		T	elephone N	lo:			E-mail address:
Type of Assistan	nce Available:		I		I			
Date & Time Reso	ources Δvaila	hla					To:	
							10.	
Location (address								
Approximate Tota	al cost for mis					Equipment 8	&	
Travel: \$		Perso	onnel: \$			Materials:	\$	Contract Rental: \$
Logistics Required	d from Reque	sting Party	Yes		(Provid	e information on	1 attac	ched Part IV) No
Authorized Officia	al's Name:					Title:		TT
Date:	Signa	ature:						Local Mission No:
PART III						THE REQUES	TING	C DADTV
Authorized Offic	cial's				EU DI		TING	
Name:						Title:		
Signature:						Agency:		

PART IV

STATEWIDE MUTUAL AID AGREEMENT

Type or print all information except signatures Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
		Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$8.25
	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.25
	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.00
	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$67.00
					Articulated and Telescoping. Add to		
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Truck rate for total rate.	hour	\$6.75
				1	Articulated and Telescoping. Add to		
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Truck rate for total rate.	hour	\$12.25
		<u> </u>			Articulated and Telescoping. Add to		
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Truck rate for total rate.	hour	\$23.50
0.00		inaxi i lationi i loight	00 11		Articulated and Telescoping. Add to		¢20.00
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Truck rate for total rate.	hour	\$34.00
	Air Compressor	Air Deliverv	41 cfm	to 10	Hoses included.	hour	
	Air Compressor	Air Delivery	103 cfm	to 10	Hoses included.	hour	1
	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	1
	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	
	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	
	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	
	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	
	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	
	Ambulance	All Delivery		to 150		hour	
	Ambulance			to 210		hour	
	Auger, Portable	Hole Diameter	16 in	to 6		hour	
	Auger, Portable	Hole Diameter	18 in	to 13		hour	
0001	Auger, Portable		10 111	10 13	Includes digger, boom and mounting	noui	\$3.5U
					hardware. Add to Tractor rate for total		
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	rate.	hour	\$1.30
					Includes digger, boom and mounting hardware. Add to Truck rate for total		
	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	rate.	hour	\$29.00
	Automobile			to 130	Transporting people.	mile	\$0.50
	Automobile			to 130	Transporting cargo.	hour	\$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.60
	Automobile, Police			to 250	Stationary with engine running.	hour	
	Barge, Deck	Size	50'x35'x7.25'			hour	\$34.00
	Barge, Deck	Size	50'x35'x9'			hour	\$49.00
	Barge, Deck	Size	120'x45'x10'			hour	\$60.00
	Barge, Deck	Size	160'x45'x11'			hour	\$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.50
	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$150.00
	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$200.00
	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$250.00
	Boat, Push	Size	64'x25'x8'		Flat hull.		\$300.00

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.00
	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	\$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	\$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	\$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	\$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	\$225.00
	Breaker, Pavement,						
8419	Hand-Held	Weight	25-90 lb			hour	\$0.65
	Breaker, Pavement	Ŭ		to 70		hour	\$31.25
	Broom, Pavement	Broom Length	72 in	to 35		hour	
	Broom, Pavement	Broom Length	96 in	to 100		hour	\$19.75
	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$6.00
	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	
0.0.		2.com 20.gu	01	10 20	Includes teeth. Does not include		<u>.</u>
8270	Bucket, Clamshell	Capacity	1.0 cy		Clamshell & Dragline.	hour	\$3.60
0210	Bucket, Blamshell	Capacity	1.0 Cy		Includes teeth. Does not include	noui	ψ0.00
0074	Busket Clemeball	Canaaitu	0 E av			hour	ФО 7 5
8271	Bucket, Clamshell	Capacity	2.5 cy		Clamshell & Dragline.	hour	\$6.75
0070			5.0		Includes teeth. Does not include	1.	
8272	Bucket, Clamshell	Capacity	5.0 cy		Clamshell & Dragline.	hour	\$11.25
					Includes teeth. Does not include		
	Bucket, Clamshell	Capacity	7.5 cy		Clamshell & Dragline.	hour	
	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	
	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	
	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	
	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	\$13.50
8180				to 150		hour	
	Bus			to 210		hour	
8182				to 300		hour	\$27.00
	Chain Saw	Bar Length	16 in			hour	\$1.75
	Chain Saw	Bar Length	25 in			hour	\$3.20
	Chain Saw, Pole	Bar Size	18 in			hour	\$1.60
	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$7.50
	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$45.50
	Clamshell & Dragline,						
8210	Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	\$86.00
	Clamshell & Dragline,						
8211	Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	\$121.00
	Clamshell & Dragline,		/			1	
8212	Truck			to 240	Bucket not included in rate.	hour	\$130.00
0L1L	Cleaner, Sewer/Catch			10 2 10	Truck Mounted, Add to Truck rate for	nour	φ100.00
8712	Basin	Hopper Capacity	5 cy		total rate.	hour	\$16.00
0/12	Cleaner, Sewer/Catch		5 Cy			noui	φ10.00
0740		Honnor Conseitu	14		Truck Mounted. Add to Truck rate for	heur	¢04 50
	Basin Compactor	Hopper Capacity	14 cy	to 10	total rate.	hour	
0220				to 10		hour	\$11.00
0004	Compactor, Towed,			4- 45		L	647
8221	Vibratory Drum			to 45		hour	\$17.50
	Compactor, Vibratory,					Ι.	
8222	Drum			to 75		hour	\$25.00
	Compactor, Pneumatic,						
	Wheel			to 100		hour	\$29.00
8225	Compactor, Sanitation			to 300		hour	\$96.00
8226	Compactor, Sanitation			to 400		hour	\$163.00
8227	Compactor, Sanitation			to 535			\$225.00
	Compactor, Towed,						

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
	Compactor, Towed,						
	Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	
	Crane	Max. Lift Capacity	8 MT	to 80		hour	
	Crane	Max. Lift Capacity	15 MT	to 150		hour	
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	
	Crane	Max. Lift Capacity	70 MT	to 300			\$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		-	\$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	
	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	
	Crane, Truck Mntd	Max. Lift Capacity	60000 lb	1 150	Add to Truck rate for total rate.	hour	1
	Cutter, Brush	Cutter Size	8 ft	to 150		hour	
	Cutter, Brush	Cutter Size	8 ft	to 190			\$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$120.00
					Includes hydraulic pole alignment		
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		attachment. Add to Truck rate.	hour	\$21.00
					Includes hydraulic pole alignment		
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		attachment. Add to Truck rate.	hour	\$39.00
					insulated tank, and circulating spray		
8580	Distributor, Asphalt	Tank Capacity	500 gal		bar.	hour	\$12.00
	· · ·		Ĭ		Truck Mounted. Includes burners,		
					insulated tank, and circulating spray		
8581	Distributor, Asphalt	Tank Capacity	1000 gal		bar. Add to Truck rate.	hour	\$13.00
0001	Diotributor, Appriate	rank oupdoity	1000 gui		Truck Mounted. Includes burners,	nour	ψ10.00
					insulated tank, and circulating spray		
8582	Distributor, Asphalt	Tank Capacity	4000 gal		bar. Add to Truck rate.	hour	\$25.00
	Dozer, Crawler	Tarik Capacity	4000 gai	to 75		hour	
	Dozer, Crawler					-	
	Dozer, Crawler			to 105 to 160		hour	
						hour	
	Dozer, Crawler			to 250 to 360		hour	
	Dozer, Crawler						\$135.00
	Dozer, Crawler			to 565			\$250.00
	Dozer, Crawler			to 850		_	\$340.00
	Dozer, Wheel			to 300		hour	
	Dozer, Wheel			to 400			\$110.00
	Dozer, Wheel			to 500			\$150.00
8263	Dozer, Wheel			to 625		hour	\$200.00
					Crawler, Truck & Wheel. Includes		
8280	Excavator, Hydraulic Excavator, Hydraulic	Bucket Capacity Bucket Capacity	0.5 cy 1.0 cy	to 45 to 90	bucket.	hour	\$18.00
					Crawler, Truck & Wheel. Includes		
8281					bucket.	hour	\$39.00
					Crawler, Truck & Wheel. Includes		
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	bucket.	hour	\$65.00
					Crawler, Truck & Wheel. Includes		
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	bucket.	hour	\$120.00
	, ,				Crawler, Truck & Wheel. Includes		
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	bucket.	hour	\$200.00
0201	Execution, Hydradile	Buokot oupdoky	1.0 09	10 120	Crawler, Truck & Wheel. Includes	nour	φ200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	bucket.	bour	\$240.00
0205		Ducket Capacity	7.5 Cy	10 000	Crawler, Truck & Wheel. Includes	noui	φ240.00
0000	Evenuetor, Lludroulie	Dualiat Canaaitu	10 m/	to 1000	-	hour	¢400.00
	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	bucket.		\$400.00
	Feeder, Grizzly			to 35		hour	
	Feeder, Grizzly			to 55		hour	
	Feeder, Grizzly	O - m it :	0000 "	to 75		hour	
	Fork Lift	Capacity	6000 lb	to 60		hour	
	Fork Lift	Capacity	12000 lb	to 90		hour	
	Fork Lift	Capacity	18000 lb	to 140		hour	
	Fork Lift	Capacity	50000 lb	to 215		hour	
	Generator	Prime Output	5.5 kW	to 10		hour	
	Generator	Prime Output	16 kW	to 25		hour	
8312	Generator	Prime Output	43 kW	to 65		hour	
		Prime Output	100 kW	to 125		hour	
	Generator	Prime Output	150 kW	to 240		hour	
8315	Generator	Prime Output	210 kW	to 300		hour	\$60.00
	Generator	Prime Output	280 kW	to 400		hour	1

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	\$95.0
8318	Generator	Prime Output	530 kW	to 750		hour	\$150.0
	Generator	Prime Output	710 kW	to 1000		hour	\$200.0
8320	Generator	Prime Output	1100 kW	to 1500		hour	\$375.0
8321	Generator	Prime Output	2500 kW	to 3000		hour	\$500.0
	Golf Cart	Capacity	2 person			hour	\$3.2
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	\$34.5
8331	Graders	Moldboard Size	12 ft		Includes Rigid and Articulate	hour	\$58.0
	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	\$70.0
	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.1
	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.1
	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.5
	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.7
	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.3
	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$2.2
	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.2
	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.4
	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.9
	Hose, Suction	Diameter	8 in	L	Per 25 foot length. Includes couplings.	hour	\$1.3
	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$2.4
	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$3.9
	Jackhammer (Dry)	Weight Class	25-45 lb			hour	\$1.0
	Jackhammer (Wet)	Weight Class	30-55 lb			hour	\$1. ⁻
	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$11.5
	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$19.0
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$42.0
	Loader, Crawler	Bucket Capacity	3 су	to 178	Includes bucket.	hour	\$76.0
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$115.0
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$11.0
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	\$18.0
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$22.0
8401	Loader, Tractor, Wheel			to 81		hour	\$25.0
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$15.5
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	\$21.5
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$28.7
8393	Loader, Wheel	Bucket Capacity	3 су	to 152		hour	\$40.0
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$52.0
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$66.0
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$82.0
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$95.0
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$140.0
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$14.7
8571	Loader-Backhoe, Wheel		1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$23.5
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$33.0
	Loader-Backhoe, Wheel		1.75 cy		Loader and Backhoe Buckets included.	hour	\$38.0
		Batching Capacity	10 cft	-		hour	\$3.2
		Batching Capacity	12 cft	İ		hour	\$4.2
	Mixer, Concrete, Trailer			İ			
8412		Batching Capacity	11 cft	to 10		hour	\$8.7
	Mixer, Concrete, Trailer						
8413		Batching Capacity	16 cft	to 25		hour	\$15.2
	Motorcycle, Police	Datoning Capacity		10 20		mile	\$0.3
	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	
	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	
	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	
	Paver, Asphalt, Towed		20 ipri	10 120	Does not include Prime Mover.	hour	
	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	
	Paver, Asphalt				Includes wheel and crawler equipment.	+	\$115.0
	Paver, Asphalt				Includes wheel and crawler equipment.	+	\$115.0
						1	
	Paver, Asphalt				Includes wheel and crawler equipment.	1	\$140.0
	Pick-up, Asphalt			to 110		hour	
	Pick-up, Asphalt			to 150			\$83.0
	Pick-up, Asphalt			to 200			\$110.0
	Pick-up, Asphalt		~	to 275		1	\$140.0
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$10.2

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
	Plow, Cable	Plow Depth	36 in	to 65		hour	\$27.75
	Plow, Cable	Plow Depth	48 in	to 110		hour	\$31.75
	Plow, Snow, Grader Mntd		to 10 ft		Add to Grader for total rate.	hour	
8451	Plow, Snow, Grader Mntd		to 14 ft		Add to Grader for total rate.	hour	\$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft	I	With leveling wing. Add to Truck rate for total rate.	hour	\$18.50
	Pump			to 4	Does not include Hoses.	hour	\$2.15
	Pump			to 6	Does not include Hoses.	hour	
	Pump			to 10	Does not include Hoses.	hour	
	Pump			to 15	Does not include Hoses.	hour	
8474	Pump			to 25	Does not include Hoses.	hour	\$9.25
	Pump			to 40	Does not include Hoses.	hour	\$16.00
	Pump			to 60	Does not include Hoses.	hour	
	Pump			to 95	Does not include Hoses.	hour	\$26.50
	Pump			to 140	Does not include Hoses.	hour	
	Pump			to 200	Does not include Hoses.	hour	\$36.00
	Pump				Does not include Hoses.	hour	
	Pump			-	Does not include Hoses.	hour	
	Pump				Does not include Hoses.		\$120.00
	Pump				Does not include Hoses.		\$135.00
	Pump				Does not include Hoses.		\$155.00
	Pump				Does not include Hoses.		\$180.00
	Saw, Concrete	Blade Diameter	14 in	to 14		hour	
	Saw, Concrete	Blade Diameter	26 in	to 35		hour	
	Saw, Concrete	Blade Diameter	48 in	to 65		hour	
8513	Saw, Rock			to 100		hour	\$30.00
	Saw, Rock			to 200		hour	
	Scraper	Scraper Capacity	16 cy	to 250		hour	
	Scraper	Scraper Capacity	23 cy	to 365		hour	\$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	\$200.00
	Scraper	Scraper Capacity	44 cy	to 600		hour	\$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400			\$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500			\$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600			\$180.00
	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	
		Capacity	1400 tph	to 200	Does not include Truck.	hour	
	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	\$110.00
	Snow Blower, Truck Mntd		2500 tph	to 400	Does not include Truck.	hour	\$120.00
	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
	Snow Thrower, Walk		20				\$0. <u></u> _0
8559	Behind	Cutting Width	60 in	to 15		hour	\$7.00
0.000					Trailer & Truck mounted. Does not	ĺ.	
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	include Prime Mover.	hour	\$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$15.00
					Trailer & Truck mounted. Does not		
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	include Prime Mover.	hour	\$25.75
	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	1
	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	
	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	\$80.00
	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	
	Spreader, Sand	Mounting	Tailgate, Chassis	·		hour	\$3.30
8456	Spreader, Sand	Mounting	Dump Body	1		hour	\$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	\$7.50
	Striper	Paint Capacity	40 gal	to 22		hour	
	Striper	Paint Capacity	90 gal	to 60		hour	
	Striper	Paint Capacity	120 gal	to 122		hour	
	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	
	Striper, Walk-behind	Paint Capacity	12 gal			hour	
	Sweeper, Pavement		Ŭ Ŭ	to 110		hour	\$59.00
8157							
	Sweeper, Pavement			to 230		hour	\$74.00

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	\$14.00
	Trailer, Equipment	Capacity	30 ton			hour	\$10.25
	Trailer, Equipment	Capacity	40 ton			hour	
	Trailer, Equipment	Capacity	60 ton			hour	\$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	\$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.70
	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$14.00
					Includes a centrifugal pump with sump		
8612	Trailer, Water	Tank Capacity	10000 gal		and a rear spraybar.	hour	\$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$20.50
					Walk-behind, Crawler & Wheel		
8650	Trencher			to 40	Mounted. Chain and Wheel.	hour	\$11.75
					Walk-behind, Crawler & Wheel		
8651	Trencher			to 85	Mounted. Chain and Wheel.	hour	\$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.50
	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$35.00
	Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$45.00
	Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$60.00
	Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	\$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	\$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	\$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	\$85.00
	,	Pump Capacity	2000 gpm			hour	
	Truck, Fire Ladder	Ladder length	75 ft				\$125.00
	Truck, Fire Ladder	Ladder length	150 ft			hour	\$150.00
	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	
	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	
	,	Maximum Gvw	30000 lb	to 300		hour	
	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	\$43.00
	Truck, Garbage	Capacity	25 cy	to 255		hour	
	Truck, Garbage	Capacity	32 cy	to 325		hour	\$55.00
	Truck, Pickup				Transporting people.	mile	\$0.50
8801	Truck, Pickup		1/2 ton			hour	\$14.00
8802	Truck, Pickup		1 ton			hour	\$20.00
	Truck, Pickup		1¼ ton	ļ		hour	
	Truck, Pickup		1½ ton			hour	1 .
	Truck, Pickup		1 ³ / ₄ ton			hour	
	Truck, Tractor	4 x 2	30000 lb	to 220		hour	
	Truck, Tractor	4 x 2	45000 lb	to 310		hour	
	Truck, Tractor	6 x 4	50000 lb	to 400		hour	
	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	
	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	
	Tub Grinder			to 440		hour	
	Tub Grinder			to 630		_	\$120.00
	Tub Grinder			to 760	1	_	\$150.00
	Tub Grinder			to 1000		-	\$270.00
	Vehicle, Recreational			to 10		hour	
	Vehicle, Small			to 30	1	hour	\$7.00
	Vibrator, Concrete			to 4		hour	\$1.15
	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$5.00
	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$22.00

RESOLUTION 2020-19

RESOLUTION APPOINTING BOND COUNSEL IN CONTEMPLATION OF THE ISSUANCE OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Central Parc Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within, the City of North Port, Sarasota County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") desires to appoint Bond Counsel to advise it regarding the proposed validation and issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board determined that the employment of Bond Counsel is necessary and is in the District's best interests;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1</u>. All of the above representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this resolution.

Section 2. The Board hereby appoints ______as Bond Counsel for the District and agrees to provide compensation for same in the amount and manner prescribed in the agreement incorporated herein as **Exhibit A**.

<u>Section 3</u>. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

<u>Section 4</u>. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 20th DAY OF March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this _____ day of March, 2020, by and between the **CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "District"), and **BRYANT MILLER OLIVE P.A.**, a Florida professional service corporation ("BMO").

WITNESSETH:

WHEREAS, the District plans to issue its revenue bonds (the "Bonds") to finance or refinance the acquisition, construction and equipping of certain assessable improvements benefiting residents of the District; and

WHEREAS, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL

1.1. *Duties of Bond Counsel.* BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale or private placement. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare all indentures (including a Master Indenture and Supplemental Indenture) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds. 1.1.3. Review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attending drafting and informational meetings regarding the Bonds.

1.1.4. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the interest to be paid with respect to the Bonds from federal income taxation.

1.2 Duties of Bond Counsel under this engagement are limited to those expressly set forth above. Among other things, Bond Counsel's duties do not include:

1.2.1 Assisting in the preparation or review of an official statement or any other disclosure document with respect to the public offering of tax exempt debt obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

1.2.2 Preparing blue sky or investment surveys with respect to the debt instrument.

1.2.3 Drafting state constitutional or legislative amendments.

1.2.4 Pursuing test cases or other litigation (such as validation proceedings).

1.2.5 Making an investigation or expressing any view as to the creditworthiness of the District, any credit enhancement provider, liquidity provider or the debt instrument.

1.2.6 Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to any publicly offered debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7 Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

1.2.8 After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on any tax exempt debt instrument will continue to be excludable from gross income for federal income tax

purposes (e.g., this engagement does not include rebate calculations for any tax exempt debt).

1.2.9 Providing any advice or opinions on bankruptcy matters.

1.2.10 Providing advice or opinions on interest rate swap agreements.

1.2.11 Addressing any other matter not specifically set forth above that is not required to render BMO's legal opinions.

1.3. Fees and Expenses for Services Rendered as Bond Counsel. Based upon (i) our understanding of the terms, structure, size and schedule of the financing represented by each Series of Bonds; (ii) the duties we will undertake pursuant to this agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will submit a fee for your approval prior to the issuance of each series of Bonds. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount originally anticipated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and request your prior approval. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the closing for a Bond issue, and we customarily do not submit any statement until the closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the closing.

If for any reason the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our bond opinion as Bond Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$150 to \$350, depending on personnel) for time actually spent on your behalf plus client charges, as described above.

1.4 *Limitations on Engagement*: Unless otherwise expressly stated herein, it is understood and agreed that the District is not relying upon Bond Counsel for investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

1.5 *Waiver of Future Conflicts*: It is a condition of BMO's acceptance of this engagement that the District understand and agree that BMO may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that BMO is handling for the District in this engagement.

1.6 *Applicability to Future Engagements*: Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which we may become involved or engaged on the District's behalf.

2. TERMINATION. This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by \$350.00.

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

CONFLICTS. The rules regulating The Florida Bar provide that common 4. representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (and other financial institutions hired by the District) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the District's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish its objectives in this engagement.

IN WITNESS WHEREOF, the District and BMO have executed this Agreement as of the _____ day of March, 2020.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

By: _____ Name: _____ Its: Chair, Board of Supervisors

BRYANT MILLER OLIVE P.A.

By: _____ Name: Misty W. Taylor, Shareholder

[Bond Counsel Agreement]

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement ("Agreement") is made and entered into this 11th day of March, 2020, by and between:

Central Parc Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 27499 Riverview Center Boulevard, #253, Bonita Springs, Florida 33134 (the "District"), and

Sabal Trace Development Partners, LLC, a Florida limited liability company, with a mailing address of 521 NE Spanish Trail, Boca Raton, Florida 33432 ("Developer" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by Ordinance No. 2020-04, adopted by the City Commission of the City of North Port, Florida, effective as of February 25, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

SECTION 1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

A. The Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement. **B.** The Parties agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by the Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by the Developer pursuant to this Agreement to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to the Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by the Developer. The District agrees to provide to the Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. The Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that the Developer fails to provide any such funds pursuant to this Agreement, the Parties agree the work may be halted until such time as sufficient funds are provided by the Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

SECTION 2. TERMINATION. The Parties agree that the Developer may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the District. Any such termination by the Developer is contingent upon the Developer's provision of sufficient funds to cover any and all fees, costs, or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. The Parties agree that the District may terminate this Agreement due to a failure of the Developer to provide funds in accordance with Section 1 of this Agreement, by providing thirty (30) days' written notice of termination to the Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

SECTION 3. CAPITALIZATION. The Parties agree that all funds provided by the Developer pursuant to this Agreement may be reimbursable from proceeds of the District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse the Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that the District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by the Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

SECTION 4. DEFAULT. A default by either of the Parties under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A.	If to District:	Central Parc Community Development District c/o Special District Services, Inc. The Oaks Center, 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager			
	With a copy to:	Hopping Green & Sams PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel			
B.	If to Developer:	Sabal Trace Development Partners, LLC 521 NE Spanish Trail Boca Raton, Florida 33432 Attn:			
	With a copy to:	Attn:			

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. 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 10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Sarasota County, Florida.

SECTION 13. EFFECTIVE DATE. The Agreement shall be effective after execution by both Parties hereto and shall remain in effect unless terminated by either of the Parties hereto.

SECTION 14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Developer acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, OR THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

WITNESS:

Chairperson/Vice Chairperson

SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company

By: Fields-Realty, LLC Its: Manager

Witness

By: _____ Its: Manager

Print Name of Witness

RESOLUTION 2020-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely in the City of North Port, Sarasota County, Florida; and

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

WHEREAS, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees, and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses attached as **Exhibit A** (the "Travel Reimbursement Policy") pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interest of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A.**

SECTION 2. If any provision of this Resolution or the Travel Reimbursement Policy 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 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Travel Reimbursement Policy

Exhibit A

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

- **1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by the District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Central Parc Community Development District (the "District").
- **1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- **1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

- **2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- **2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- **2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- **2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- **2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- **2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in Section 112.061, *Florida Statutes*. Should the State of Florida increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of July 2019, the mileage rate is 44.5 cents per mile.

- **2.7** All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- **2.8** No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

- **3.1** Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- **3.2** Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State of Florida increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- **3.3** Registration fees and other actual and necessary expenses for conventions, conferences, and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.



ENGINEER'S REPORT

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

City of North Port, Florida

Prepared for:

Board of Supervisors, Central Parc Community Development District

Kimley »Horn

148860000

ENGINEER'S REPORT FOR THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT (CENTRAL PARC AT NORTH PORT PROJECT)

PREPARED FOR:

BOARD OF SUPERVISORS CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC. 1412 JACKSON ST., SUITE 2 FORT MYERS FL 33901

MARCH 20, 2020

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT – CENTRAL PARC AT NORTH PORT PROJECT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan (the "Plan") and estimated costs of the Plan, for the Central Parc Community Development District. The Central Parc development consist of approximately 207.56 contiguous acres. The currently plan of development for the lands within the District provides master infrastructure for up to 600 residential units, including 22.59 acres of mixed use development which will include 100 multi-family residential units of the stated 600 residential units, 30,000 SF of medical office, 20,000 sf of neighborhood commercial, 80,000 sf of mini-storage, and 300 senior living beds. Infrastructure and improvements are to include a master stormwater system with ponds, potable water, sewer, re-use water for irrigation, roadways, lighting, hardscaping and landscaping. This report will also describe the capital improvements to be constructed and financed by the District and their probable construction cost. Financing and assessment methodology will be developed by the District's underwriter and assessment consultant.

In order to serve the residents and property owners of the District, the District is developing a Plan to allow it to finance, acquire, and construct these certain transportation, water, sewer, irrigation, and other facilities within and adjacent to the District. These improvements are required by or are consistent with the requirements of The City of North Port and other applicable regulatory and jurisdictional entities. This Engineer's report addresses the estimated overall construction costs of the proposed improvements. A brief description of each improvement is included in Section 3 of this report.

The Plan contained in this report reflects the present intentions of the District. The exact location of some facilities may change during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land. The District retains the right to make reasonable adjustments in the Plan to meet the requirements of any governmental agency and at the same time provide the same or greater benefits to the land. Regulatory criteria will continue to evolve, and future changes may affect the implementation of the Plan, as it may be changed from time to time. The implementation of any improvement outlined within the Plan requires the final approval of the District's Board of Supervisors.

Costs contained in this report have been prepared based on actual construction costs where available and on estimates of costs using the best available information. It is possible that the estimated costs could vary based on final engineering and ultimate construction bids. A summary of the improvements to be funded and their cost estimates are included in Table 4.

2. GENERAL SITE DESCRIPTION

2.1 District Boundary. The Central Parc Community Development District is located in the area generally along Greenwood Avenue, between North Port Boulevard and South Sumter Boulevard, and south of Appomattox Drive, within the City of North Port, Florida. As noted in **Exhibit A**, the District's boundaries include approximately 207.56 acres of land located in the City of North Port Florida. The metes and bounds legal description of the boundary of the District is provided in **Exhibit B**

Page 1

2.2 Property Served. The District is located in portions of Sections 28, 29, 32 and 33, Township 39 South, Range 21 East in Sarasota County, Florida. Prior to development of Central Parc, the property within the District boundary consists entirely of the former Sabal Trace Golf and Country Club which has been out of operation since 2015. The former golf course consists primarily of grassed open space, man-made ponds, an irrigation water storage tank, maintenance structures, a clubhouse and parking area. The site generally drains to the south and west. Elevations range from 7 feet to 25 feet NAVD88.

3. PROPOSED CENTRAL PARK AT NORTH PORT PROJECT

3.1 Summary of District Facilities and Services. The Plan intends to provide public infrastructure improvements for the lands within the District, which are planned for 228 residential single family detached and 272 attached villa homes and 22.59 acres of mixed-use. The mixed use lands located along the southern entrance on Greenwood Avenue will include 100 multifamily residential units, 30,000 SF of medical office, 20,000 sf of neighborhood commercial, 80,000 sf of mini-storage, and 300 senior living beds.

The proposed unit and phasing plan for the District is attached as **Exhibit C** to this report, and the Plan enumerates the proposed unit count, by type, for the District. The following charts show the planned product types and land uses for the District:

Residential Product Type	Quantity	Percentage
35' Villa Home Lots	272	45.3%
52' Single Family Detached Lots	228	38.0%
Multi-Family (Located in Mixed-Use)	100	16.7%
Total	600	100.0%
Commercial Product Type	Intensity	
Medical Office	30,000 SF	
Neighborhood Commercial	20,000 SF	
Retail Storage (Mini-Storage)	80,000 SF	
Total Square Footage	130,000 SF	
Senior Living	300 Beds	

Table 1: Product Types

Table 2: Land Use

Land Use	Area (ac)	Percentage
Stormwater Ponds	45.83	22.1%
Residential	73.26	35.3%
Mixed Use Multi-Family	10.00	4.8%
Mixed Use Non Residential	12.59	6.1%
Amenity Center	2.07	1.0%
Recreation Open Space	39.32	18.9%
ROW	24.49	11.8%
Total	207.56	100.0%

3.2 Construction Phasing. The Central Parc Community is scheduled to be constructed in multiple phases, as shown in **Exhibit C**. At present, these improvements are estimated to be made, acquired constructed, and or installed from 2020 to 2024.

4. DISTRICT INFRASTRUCTURE

4.1 Roadway Improvements. The Plan includes subdivision roads within the District. Generally, all roads will be two-lane undivided roads, except for 1,400 feet of two-lane divided roadway that will pass through the mixed-use area and serve as the main entrance to Central Parc. Such roads include the roadway asphalt, base, and subgrade, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks along residential lot frontages will be constructed by the homebuilders. All roads and sidewalks will be designed in accordance with City of North Port standards.

All internal roadways financed by the District will be retained by the District for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's 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).

4.2 Stormwater Management System. The stormwater collection and outfall system is a combination of roadway curbs and gutter, curb inlets, pipe, control structures, swales and open ponds designed to treat and attenuate stormwater runoff from District lands and runoff from adjacent lands that have historically passed through the lands of Central Parc, formerly the Sabal Trace Golf and Country Club. The stormwater system within the project discharges to the Cocoplum Waterway and a swale leading to North Port Blvd, both within the Myakka River Watershed. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District (SWFWMD) and the City of North Port. The Central Parc Community Development District will finance, own, operate, and maintain the stormwater system.

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

4.3 Water and Wastewater Utilities. As part of the Plan, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include 12", 10", 8", and 6" water mains that will be located within rights-of-way and used for potable water service. Water main connections to the existing City of North Port water distribution system will be made at Appomattox Drive and Greenwood Avenue.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 8" force main and an onsite lift station. The offsite force main connection to the existing City of North Port sewer collection system will be made at Appomattox Drive. The water distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to the City of North Port for operation and maintenance.

4.4 Hardscape, Landscape, and Irrigation. The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The irrigation re-use water distribution system will be constructed to provide service for irrigation throughout the community and will consist of

a 12", 10", 8", 6", and 4" irrigation mains within the right of way and other District lands. There is an existing re-use main serving the property that will provide re-use water to the irrigation water storage lake. Re-sue water will then be pumped from this storage lake to the proposed on site irrigation water mains. Moreover, hardscaping will consist of entry features, front and rear entry access gates, a clock tower, park benches, wayfinding signage, and other monumentation.

The City of North Port (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.

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 rights-of-way that will be owned by the City will be maintained pursuant to a right-of-way agreement to be entered into with the City. Only that portion of the reclaimed water main from North Port Boulevard to the storage lake will be dedicated to the City for operation.

4.5 Street Lights / Undergrounding of Electrical Utility Lines. The District intends to lease street lights through an agreement with Florida Power & Light (FPL) 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 Plan.

The Plan includes the undergrounding of electrical utility lines within right-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by Florida Power & Light and not paid for by the District as part of the Plan.

4.6 Recreational Amenities. The District will not finance the construction of the clubhouse, pool, tennis courts, paddle ball courts and bocce courts. The District may or may not finance other amenities, parks and other common areas for the benefit of the District. These improvements will be funded, owned and maintained by the District. The District and Homeowners Association (HOA) may enter into subsequent maintenance and operation agreements for the other amenities at the discretion of both entities.

4.7 Environmental Conservation/Mitigation. There are 8.63 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which will require 9.69 acres of wetland mitigation. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the Plan.

4.8 Land Acquisition and Professional Services. As part of the PLAN, the District will acquire approximately 109.64 acres of land necessary for development of the PLAN. The PLAN also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities, and (iv) legal.

4.9 Off-Site Improvements. Offsite improvements will include left and right turn lanes at the Greenwood Avenue entrance, a left turn lane at the Appomattox Drive entrance, and replacement of drainage pipes

crossing Greenwood Drive. As noted, the District's PLAN functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

Table 3 shows the entity that will own, operate and maintain the various improvements of the Plan:

Facility Description	Ownership	O&M Entity
Onsite Roadways	CDD CDD	
Stormwater Management	CDD CDD	
Utilities (Water, Sewer, Reclaim)	City	City
Hardscape/Landscape/Irrigation	gation CDD CDD	
Street Lighting	FPL	FPL
Undergrounding of Conduit	FPL	FPL
Recreational Amenities (excluding the		
clubhouse and associated improvements)		
Environmental Conservation/Mitigation	CDD	CDD
Off-Site Roadway	City	City

Table 3: Ownership and Operation of Improvements

Table 3 Key: CDD = Community Development District, City = City of North Port, FPL = Florida Power and Light Co.

5. PERMITTING/CONSTRUCTION COMMENCEMENT

At the time of this report, the status of all necessary permits for the construction of the Plan are as follows:

- SWFWMD Environmental Resource Permit (ERP) Status: Under Review
- City of North Port Subdivision Permit Status: Under Review
- City of North Port Infrastructure Permit Status: Under Review
- Florida Dept. of Environmental Protection (FDEP) Wastewater General Permit Status: Anticipated application in April of 2020.
- FDEP Water Main Extension General Permit Status: Anticipated application in April of 2020.

All applicable zoning, vesting, and concurrency requirements have been complied with for the Development. Letters of commitment for water and sewer have been received with services to be provided by the City of North Port Utilities.

It our firm's opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District subject to continued compliance with all conditions of the approved plans and permit issuance. The District Engineer hereby certifies that all permits necessary to complete the project either have been obtained or in its expert opinion, will be obtained as needed for the entire development. The District Engineer has no knowledge of any pending government action which would lead to a building moratorium for the project.

Page 5

6. OPINION OF PROBABLE CONSTRUCTION COSTS

A summary of the probable construction costs for the District infrastructure is provided in Tables 4. Total estimated cost for District provided infrastructure is approximately \$25,333,595. Anticipated land acquisition costs are included for purposes of demonstrating benefit and total construction costs; however, the District will not be issuing bonds to pay for land acquisition. Engineering and permitting costs, as well as a contingency, are included in the total cost. Costs do not include legal, administrative, financing, operation or maintenance costs.

Facility Description	CIP Costs
Clearing, Grubbing, and Earthwork	\$ 773,500.00
Stormwater Management	\$ 6,522,928.00
Utilities (Water, Sewer, Reclaim)	\$ 3,286,983.00
Roadways	\$ 2,138,130.00
Off-Site Master Improvements	\$ 104,000.00
Hardscape/Landscape/Irrigation	\$ 6,712,500.00
Environmental Conservation/Mitigation	\$ 339,500.00
Miscellaneous	\$ 153,000.00
Professional Services	\$ 1,500,000.00
Land Acquisition	\$ 1,500,000.00
Contingency (10%)	\$ 2,303,054.00
TOTAL	\$ 25,333,595.00

Table 4: Probable Costs

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.

7. SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The Plan will be designed in accordance with current governmental regulations and requirements. The Plan will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided are reasonable to complete the required improvements and it is my professional opinion that the infrastructure improvements comprising the Plan will serve as a system of improvements that benefit and add value to all lands within the District. All such infrastructure costs are for public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of infrastructure construction costs is only an estimate and not a guarantee maximum price. The estimated costs are based on unit prices currently being experienced for ongoing and similar items of work in the City of North Port and quantities as represented on the construction plans. The labor market, future costs of equipment and materials, and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the PLAN, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the PLAN is feasible; and (3) that the assessable property within the District will receive a special benefit from the PLAN that is at least equal to such costs.

Please note that the PLAN as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the PLAN, 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 500 residential units and a mixed-use component consisting of 100 multi-family units and non-residential uses. Final number and type of units in the District, are subject to true-up determinations and 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.

Date

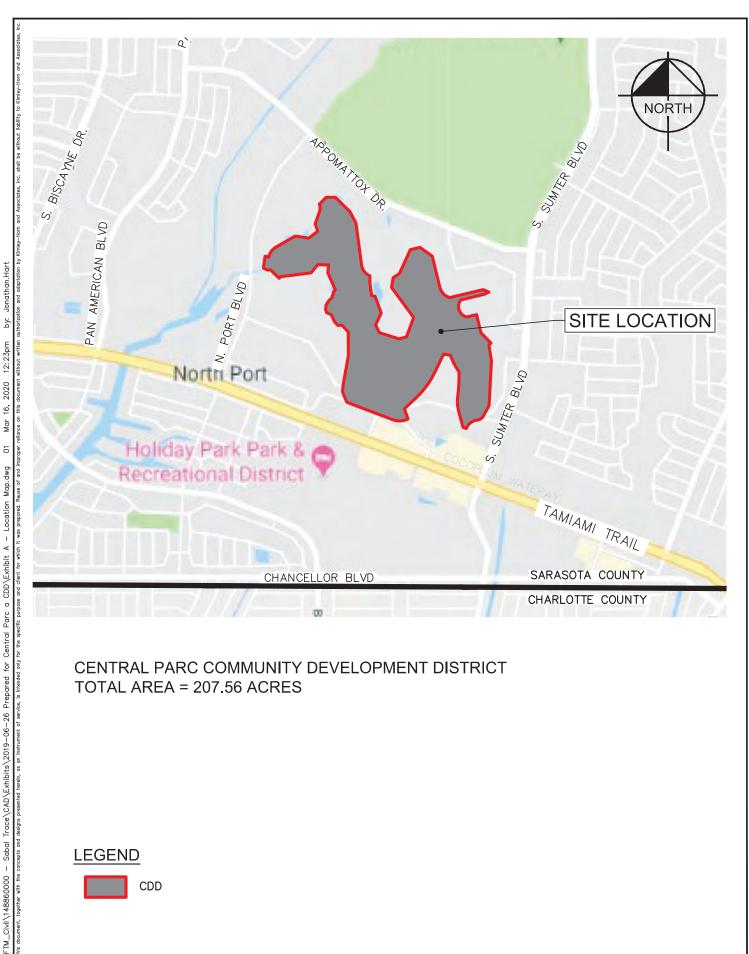
Peter T. Van Buskirk, P.E. FL License No. 38859

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Exhibit A: Location Map Exhibit B: Legal Description Exhibit C: Phase Plan & Lot Count



LEGEND

CDD

KimleyHo

© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 12 JACKSON STREET, SUITE 2, FORT MYERS, FL 33901 PHONE: 239-271-2650 FAX: 941-379-4352 WWW.KIMLEY-HORN.COM CA 00000696



SCALE 1"= 2000

JO

GB

1412 JO

DESIGNED BY

CHECKED BY

DRAWN BY

DATE 03/04/20	LOCATION MAP
PROJECT NO.	CENTRAL PARC AT NORTH POR
148860000	SARASOTA COUNTY, FLORIDA



PORT

EXHIBIT B

Legal Description

(4 Pages)

PARCEL I

A PORTION OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOF RECORDED IN PLAT BOOK 19 AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.21°12'00''W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE:

THENCE CONTINUE S.21°12'00"W., ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, A DISTANCE OF 233.67 FEET TO THE POINT OF BEGINNING;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 674.01 FEET TO THE POINT OF CURVATURE OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID CURVE BEARING N.76°21'08"E.;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 65°22'48" A DISTANCE OF 313.80 FEET TO A POINT ON THE ARC OF SAID CURVE;

THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 707.14 FEET;

THENCE S.67°08'07"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 128.83 FEET;

THENCE S.62°59'35"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 101.03 FEET;

THENCE S.76°21'08"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 511.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING S.52°35'23"E.;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 113°47'29", A DISTANCE OF 446.86 FEET TO A POINT ON THE ARC OF SAID CURVE; THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 213.08 FEET;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 330.63 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 28, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.89°31'55"E., A DISTANCE OF 802.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 28 WHICH IS COMMON TO THE SOUTHEAST CORNER OF SECTION 29, THE NORTHEAST CORNER OF SECTION 32 AND THE NORTHWEST CORNER OF SECTION 33 ALL IN SAID TOWNSHIP 39 SOUTH, RANGE 21 EAST; THENCE CONTINUE S.13°38'52"E. ALONG SAID WESTERLY BOUNDARY OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE A DISTANCE OF 58.18 FEET;

THENCE S.44°30'00"E., ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 300.40 FEET TO THE SOUTHEASTERLY CORNER OF LOT 18, BLOCK ONE, AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE WHICH IS THE MOST NORTHERLY CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE, PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGES 50 AND 50A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE THE FOLLOWING 4 COURSES, S.45°30'00"W. A DISTANCE OF 60.00 FEET;

CENTRAL PARC CDD

THENCE S. 09°08'12"E. A DISTANCE OF 331.05 FEET;

THENCE S.02°52'43"W. A DISTANCE OF 931.00 FEET;

THENCE S.27°52'00"W. A DISTANCE OF 252.17 FEET TO THE POINT OF CURVATURE OF A 156.17 FOOT RADIUS CURVE TO THE RIGHT, WITH THE CENTER POINT OF SAID CURVE BEARING N.62°08'00"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°12'10", A DISTANCE OF 155.92 FEET TO A POINT OF REVERSE CURVATURE WITH A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID CURVE BEARING S.04°55'50"E.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 64°25'44" A DISTANCE OF 309.24 FEET TO THE SOUTHWEST CORNER OF AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE WHICH IS ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE (100 FEET WIDE) AS PLATTED IN NORTH PORT CHARLOTTE COUNTRY CLUB UNIT TWO, PER PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGES 37 AND 37A THROUGH 37C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE N.69°21'34"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.97 FEET TO THE SOUTHEAST CORNER OF BLOCK 3 IN SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT TWO;

THENCE ALONG THE BOUNDARY OF SAID BLOCK 3 THE FOLLOWING 12 COURSES, N.15°29'25"W. A DISTANCE OF 361.35 FEET TO THE POINT OF CURVATURE OF A 685.00 FOOT RADIUS CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.74°30'35"E.; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°28'36", A DISTANCE OF 256.76 FEET TO A POINT OF TANGENCY;

THENCE N.05°59'11"E., A DISTANCE OF 117.89 FEET TO THE POINT OF CURVATURE OF A 3,000.00 FOOT RADIUS CURVE TO THE LEFT WITH THE CENTER POINT BEARING S.84°00'49"E.;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 05°55'49", A DISTANCE OF 310.51 FEET TO A POINT OF TANGENCY;

THENCE N.00°03'22"E. A DISTANCE OF 132.71 FEET TO A POINT ON THE ARC OF A 1,260.00 FOOT RADIUS NON-TANGENT CURVE WITH THE CENTER POINT BEARING N.53°46'43"E.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°18'44", A DISTANCE OF 380.72 FEET;

THENCE LEAVING THE ARC OF SAID CURVE N.79°14'40"W. A DISTANCE OF 148.65 FEET; THENCE S.25°37'28"W. A DISTANCE OF 76.15 FEET TO A POINT ON THE EAST LINE OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.00°31'18"E. A DISTANCE OF 576.55 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AS REFERENCED ON THE AFORESAID RECORDED PLAT;

THENCE CONTINUE S.25°37'28"W. A DISTANCE OF 352.40 FEET TO THE POINT OF CURVATURE OF A 1,800.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTER POINT BEARING N.64°22'32"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°25'11", A DISTANCE OF 672.92 FEET TO A POINT OF TANGENCY; THENCE S.47°02'39"W. A DISTANCE OF314.34 FEET;

THENCE S.19°12'49" E. A DISTANCE OF 229.37 FEET TO THE SOUTHWEST CORNER OF AFORESAID BLOCK 3 ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE AS SHOWN ON SAID RECORDED PLAT OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT TWO;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGES 929 AND 930, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA THE FOLLOWING 3 COURSES S.70°47'11"W. A DISTANCE OF 69.44 FEET TO THE POINT OF CURVATURE OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.19°12'49"W.;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°53'10" A DISTANCE OF 243.65 FEET TO A POINT OF TANGENCY; THENCE N.69°19'39"W. A DISTANCE OF 1041.94 FEET;

CENTRAL PARC CDD

THENCE LEAVING THE RIGHT-OF-WAY OF GREENWOOD AVENUE N.22°14'25"W. A DISTANCE OF 232.52 FEET: THENCE N.05°09'40"E. A DISTANCE OF 133.96 FEET; THENCE N.09°47'12"E. A DISTANCE OF 637.41 FEET; THENCE N.00°27'44"W. A DISTANCE OF 252.77 FEET; THENCE N.00°07'11"W. A DISTANCE OF 230.00 FEET: THENCE N.42°58'51 "W. A DISTANCE OF 196.78 FEET; THENCE S.89°14'59"W. A DISTANCE OF 85.60 FEET; THENCE N.42°12'50"W. A DISTANCE OF 109.58 FEET; THENCE N.23°18'07"W. A DISTANCE OF 150.51 FEET; THENCE N.65°05'38"W. A DISTANCE OF 109.88 FEET; THENCE N.20°00'36"W. A DISTANCE OF 69.50 FEET; THENCE N.05°33'24"E. A DISTANCE OF 92.98 FEET; THENCE N.31°38'55"E. A DISTANCE OF 122.29 FEET; THENCE N.51°57'16"E. A DISTANCE OF 77.05 FEET; THENCE N.14°47'40"E. A DISTANCE OF 125.91 FEET; THENCE N.38°14'00"E. A DISTANCE OF 60.72 FEET; THENCE N.24°07'41"W. A DISTANCE OF 386.77 FEET; THENCE N.05°55'09"E. A DISTANCE OF 164.43 FEET; THENCE N.88°58'08"W. A DISTANCE OF 227.04 FEET; THENCE S.39°01'51 "W. A DISTANCE OF 217.73 FEET; THENCE S.82°22'06"W. A DISTANCE OF 608.57 FEET; THENCE S.89°17'43"W. A DISTANCE OF 28.34 FEET; THENCE S.44°21'26"W. A DISTANCE OF 50.00 FEET; THENCE N.45°48'39"W. A DISTANCE OF 249.21 FEET; THENCE S.89°59'18"W. A DISTANCE OF 69.98 FEET: THENCE N.62°19'34"W. A DISTANCE OF 87.07 FEET TO A POINT ON THE ARC OF A 3,136.58 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.84°15'00"E.; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'49", A DISTANCE OF 246. 18 FEET; THENCE S.79°45'11"E., RADIAL TO THE LAST CURVE, A DISTANCE OF 76.60 FEET TO A POINT ON THE ARC OF A 290.00 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.79°45'11"E .; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°34'49", A DISTANCE OF 250.95 FEET; THENCE N.59°49'38"E. A DISTANCE OF 476.48 FEET; THENCE S.81°06'29"E. A DISTANCE OF 281.17 FEET; THENCE N.52°22'52"E. A DISTANCE OF 236.57 FEET; THENCE N.18°50'44"W. A DISTANCE OF 162.44 FEET; THENCE N.18°59'48"E. A DISTANCE OF 266.03 FEET TO THE POINT OF CURVATURE OF A 230.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING N.71°00'12"W.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°18'09", A DISTANCE OF 161.78 FEET; THENCE LEAVING SAID CURVE N.45°26'23"E. A DISTANCE OF 203.80 FEET; THENCE N.89°59'57"E. A DISTANCE OF 190.00 FEET; THENCE S.45°34'34"E. A DISTANCE OF 423.96 FEET; THENCE S.27°44'18"E. A DISTANCE OF 270.11 FEET; THENCE S.07°51'12"E. A DISTANCE OF 878.24 FEET TO THE POINT OF CURVATURE OF A 290.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING N.82°09'11"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°09'44", A DISTANCE OF 299.45 FEET; THENCE LEAVING SAID CURVE S.00°00'00"E. A DISTANCE OF 150.00 FEET: THENCE S.08°00'44"E. A DISTANCE OF 265.03 FEET;

THENCE S.82°19'14"E. A DISTANCE OF 73.49 FEET;

Page 3 of 4

THENCE S.20°34'37"E. A DISTANCE OF 373.99 FEET; THENCE S.25°20'41"W. A DISTANCE OF 276.53 FEET; THENCE S.25°53'48"E. A DISTANCE OF 179.85 FEET; THENCE S.72°42'22"E. A DISTANCE OF 432.37 FEET; THENCE N.73°47'42"E. A DISTANCE OF 430.17 FEET; THENCE N.19°41'55"E. A DISTANCE OF 430.17 FEET; THENCE N.36°26'12"W. A DISTANCE OF 776.03 FEET; THENCE N. 10°04'09"E. A DISTANCE OF 206.48 FEET; THENCE N. 56°34'31"E. A DISTANCE OF 149.54 FEET; THENCE N.24°42'09"E, A DISTANCE OF 550.36 FEET; THENCE N.75°57'50"E. A DISTANCE OF 206.16 FEET; THENCE S.54°34'16"E. A DISTANCE OF 317.41 FEET TO THE POINT OF BEGINNING.

CONTINING 9,019,275 SQUARE FEET, OR 207.054 ACRES, MORE OR LESS

TOGETHER WITH;

PARCEL IV:

A PORTION OF SECTION 29, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOFRECORDED IN PLAT BOOK 19, AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, SAID NORTHWESTERLY COMER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD AS PLATTED IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, AS RECORDED IN PLAT BOOK 2 L AT PAGES 13, 13-A THROUGH 13-NN IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE S. 21°12'00"W. A DISTANCE OF 233.67 FEET TO THE NORTHERLY BOUNDARY OF SABAL TRACE COUNTRY CLUB;

THENCE N.54°34'16"W., A DISTANCE OF 103.17 FEET;

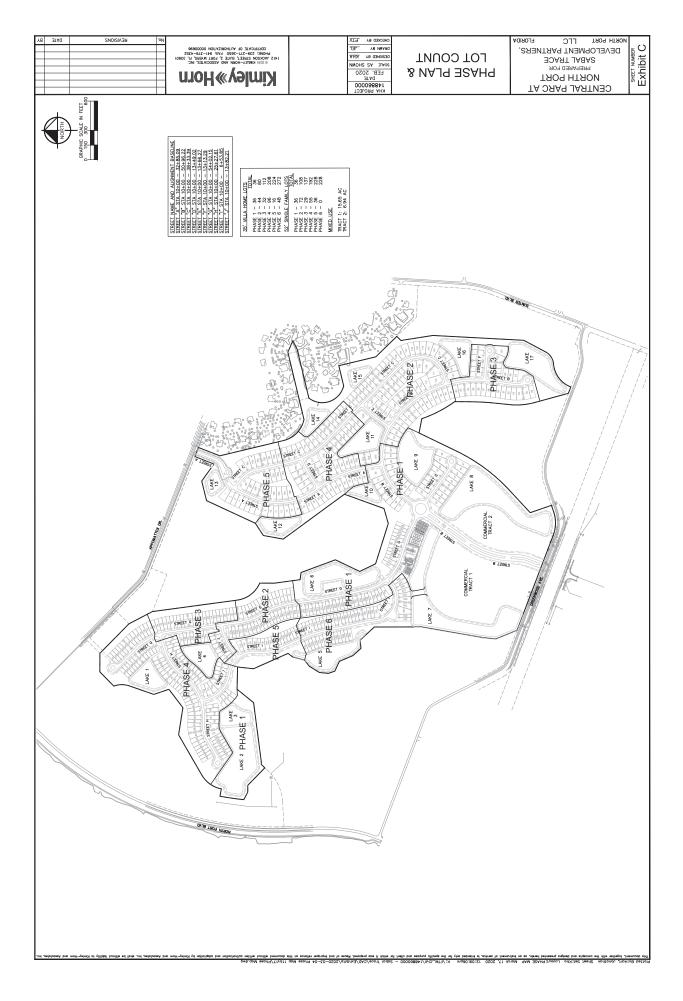
THENCE LEAVING SAID NORTHERLY BOUNDARY N.21°12'00"E., A DISTANCE OF 208.31 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S.68°48'00"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,100 SQUARE FEET, OR 0.507 ACRES, MORE OR LESS.

HAVING A COMBINED TOTAL AREA OF 9,041,375 SQUARE FEET, OR 207.561 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE WHERE THE WEST LINE OF BLOCK 1, NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE BEARS S.13°28'34"E.



CONSIDER APPROVAL OF PRELIMINARY METHODOLOGY REPORT

TO BE DISTRIBUTED UNDER SEPARATE COVER

RESOLUTION NO. 2020-21

CENTRAL PARC COMMUNITY RESOLUTION OF А DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$ AGGREGATE PRINCIPAL AMOUNT OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT BONDS, IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Central Parc Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2020-04 of the City Commission of the City of North Port, Florida (the "City"), enacted on February 25, 2020;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, design, acquisition and/or construction of certain improvements pursuant to the Act (collectively, the "Project");

WHEREAS, the District desires to authorize the issuance of not to exceed \$______aggregate principal amount of its Central Parc Community Development District Bonds, Series to be designated, in one or more series (collectively, the "Bonds"), in order to pay all or a portion of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements on District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(1), 190.016(2), 190.016(8), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds;

WHEREAS, the District desires to appoint a trustee for the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Central Parc Community Development District, as follows:

Section 1. Definitions. Undefined capitalized terms used herein shall have the meanings assigned thereto in the Master Trust Indenture (the "Master Indenture"), the form of which is set out as **Exhibit "A"** attached hereto, unless the context otherwise clearly requires.

Section 2. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$_______ aggregate principal amount of the Bonds (excluding any Refunding Bonds issued as provided in the Master Indenture) in one or more series to pay all or a portion of the Costs of the Project. Pursuant to Section 190.016(1), the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 3. Certain Details of the Bonds. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of the City, of Sarasota County, Florida (the "City") or of the State of Florida (the "State"), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County, or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price therefor, for the purpose of financing or refinancing the Costs of all or a portion of the Project and may be sold at public or private sale, as provided in Section 190.016(1), each Series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of all Series of Bonds (excluding Refunding Bonds, as described in the Master Indenture) issued may not exceed \$_____;

(ii) be issued in fully registered form in such principal denominations of \$5,000 or any integral multiple thereof, except as otherwise provided in a trust indenture supplemental to the Master Indenture and relating to a particular Series of Bonds (each a "Supplemental Indenture" and, together with the Master Indenture, each a "Series

Indenture"), and shall be initially sold in minimum increments of \$100,000 if such Series of Bonds does not bear an investment grade rating by a nationally recognized rating agency;

(iii) be secured and payable from the Special Assessments (as defined in the form of Indenture hereinafter referred to), as provided in the Series Indenture and the resolution of the District relating to such Series of Bonds;

(iv) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State, as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of a Series of Bonds;

(v) be payable in not more than the maximum number of annual installments allowed by State law; and

(vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of a Series of Bonds.

The final maturity date or dates of a Series of Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed by the Series Indenture, or by one or more resolutions of the District to be adopted prior to the delivery of a Series of Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in a Series Indenture.

Prior to the issuance and delivery of any Series of Bonds, to the extent applicable to such Series of Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 4. Designation of Attesting Members. The Chairman and Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Chairman's and Secretary's absence or inability to act, the Vice Chairman or any Assistant Secretary and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Designated Member of the Board as they appear on the Bonds, the Series Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 5. Authorization of Execution and Delivery of Master Trust Indenture. The District does hereby authorize and approve the execution and delivery by the Chairman and

any Designated Member of the Master Indenture for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this Resolution (the "Trustee"). The Master Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Master Indenture shall be in substantially the form attached hereto and marked **Exhibit** "A" and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairman or such other Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 6. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be issued in one or more Series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing Costs of all or a portion of the Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

Section 7. Appointment of Trustee. The District hereby appoints U.S. Bank National Association as Trustee under the Master Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Master Indenture.

Section 8. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Twelfth Judicial Circuit of Florida, in and for Sarasota County, Florida, for validation of the Bonds and the proceedings incident thereto for the Bonds and for the Special Assessments to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairman or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's Assessment Consultant or financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 9. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution, the Master Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no Series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or Supplemental Indenture for each such Series fixing the details of such Series of Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

Section 11. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of the Central Parc Community Development District, this <u>20th</u> day of <u>March</u>, 2020.

[SEAL]

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary, Board of Supervisors

Chairman, Board of Supervisors

EXHIBIT A

FORM OF MASTER TRUST INDENTURE

RESOLUTION 2020-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL **ASSESSMENTS; INDICATING** THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE: PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT **ROLL: PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

WHEREAS, the Board of Supervisors (the "Board") of the Central Parc Community Development District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") described in the District's _______, dated ______, ("Engineer's Report") attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the _______, dated _______, ("Master Assessment Methodology Report") attached hereto as Exhibit B and incorporated herein by reference and on file at the office of the District Manager, c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements.

2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

3. The total estimated cost of the Improvements is \$_____ (the "Estimated Cost").

4. The Assessments will defray approximately \$______, which includes a portion of the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the

Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Sarasota County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A:Engineer's Report, dated _____Exhibit B:Master Assessment Methodology Report, dated _____

Exhibit A Engineer's Report, dated _____

[See attached]

Exhibit B Master Assessment Methodology Report, dated _____

[See attached]

RESOLUTION 2020-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC **COMMUNITY** DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON , 2020, AT THE **OFFICES** ___.M. AT OF , FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Central Parc Community Development District (the "Board") has previously adopted Resolution 2020-22 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE **CENTRAL** PARC **COMMUNITY** DEVELOPMENT DISTRICT DECLARING SPECIAL **ASSESSMENTS: INDICATING** THE LOCATION. COST NATURE AND ESTIMATED OF THOSE **INFRASTRUCTURE IMPROVEMENTS WHOSE COST** IS TO BE DEFRAYED BY THE **SPECIAL ASSESSMENTS: PROVIDING THE PORTION OF THE** ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL **ASSESSMENTS: PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN** SUCH SPECIAL ASSESSMENTS SHALL BE PAID; **DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR** AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT **ROLL**; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2020-22, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at ______.m. on ______, 2020, at the offices of _______, Florida ______, Florida ______, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Sarasota County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 20th day of March, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors