



**CENTRAL PARC  
COMMUNITY DEVELOPMENT  
DISTRICT**

**SARASOTA COUNTY**

**REGULAR BOARD MEETING  
APRIL 19, 2022  
2:00 P.M.**

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

[www.centralparccdd.org](http://www.centralparccdd.org)  
561.630.4922 Telephone  
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**AGENDA**  
**CENTRAL PARC**  
**COMMUNITY DEVELOPMENT DISTRICT**  
19503 S. West Villages Parkway #A4  
Venice, Florida 34293  
**REGULAR BOARD MEETING**  
April 19, 2022  
2:00 P.M.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Establish Quorum	
D. Additions or Deletions to Agenda	
E. Approval of Minutes	
1. August 31, 2020 Regular Board Meeting & Public Hearing.....	Page 2
F. Old Business	
G. New Business	
1. Consider Resolution No. 2022-01 – Designating a Seat Number for Appointed Board Member Jim Blucher.....	Page 6
2. Consider Resolution No. 2022-02 – Extending the Terms of Office of Current Supervisors to Coincide with General Election.....	Page 7
3. Consider Resolution No. 2022-03 – Adopting Prompt Payment Policies and Procedures.....	Page 9
4. Consider Resolution No. 2022-04 – Setting the Landowners’ Meeting.....	Page 23
5. Consider Approval of Acquisition Agreement between the District and Sabal Trace Development Partners, LLC.....	Page 29
H. Administrative Matters	
I. Staff Reports	
1. District Manager	
2. District Counsel	
• Discussion Regarding Best Practices for Responding to Public Records Requests.....	Page 41
3. District Engineer	
J. Comments from the Public for Items Not on the Agenda	
K. Board Members Comments	
L. Adjourn	

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD MEETING**

**NOTICE IS HEREBY GIVEN** that the Central Parc Community Development District (the “District”) will hold a Regular Board Meeting (the “Meeting”) on April 19, 2022, at 2:00 p.m. in the offices of Special District Services, Inc. located at 19503 S. West Villages Parkway, #A3, Venice, Florida 34293. The Meeting is being held for the necessary purpose of addressing any agenda items which may properly come before the Board.

A copy of the agenda for this Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293, or by contacting the District Manager at 941-244-2805 and/or toll free at 1-877-737-4922 during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time and place to be specified on the record at the Meetings.

Any person requiring special accommodations in order to access and participate in the 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 and speech impaired, please contact the Florida Relay Services by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager’s office.

Anyone requiring assistance in order to obtain access to the Meeting should contact the District Manager’s office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager’s office at least forty-eight (48) hours in advance so that arrangements may be made.

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

District Manger

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**

[www.centralparccdd.org](http://www.centralparccdd.org)

**PUBLISH: SARASOTA HERALD TRIBUNE 04/08/22**

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
AUGUST 31, 2021**

**A. CALL TO ORDER**

The Regular Board Meeting of the Central Parc Community Development District (the “District”) was called to order at 2:20 p.m. in the offices at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald Tribune* on August 11, 2021, and August 18, 2021, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman Mark Gerenger	Present
Vice Chairman	Vacant
Supervisor	Vacant
Supervisor Sean Landers	Present
Supervisor James Blucher	Present

Staff in attendance via telephone were:

William Crosley	District Manager	Special District Services, Inc.
Mike Eckert (via phone)	District Counsel	Hopping, Green & Sams
Peter Van Buskirk (via phone)	District Engineer	Kimley-Horn and Associates, Inc.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. APPROVAL OF MINUTES**

**1. June 30, 2021, Regular Board Meeting**

A **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously approving the minutes of the June 30, 2021, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

**F. PUBLIC HEARING**

**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Sarasota Herald Tribune* on August 11, 2021, and August 18, 2021, as legally required.

**2. Receive Public Comment on Fiscal Year 2021/2022 Final Budget**

There was no public comment on the Fiscal Year 2021/2022 Final Budget.

**3. Consider Resolution No. 2021-04 – Adopting a Fiscal Year 2021/2022 Final Budget**

Resolution No. 2021-04 was presented, entitled:

**RESOLUTION 2021-04**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adopting Resolution No. 2021-04, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2021-05 – Adopting a Fiscal Year 2021/2022 Meeting Schedule**

Resolution No. 2021-05 was presented, entitled:

**RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2021/2022 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Landers, seconded by Mr. Blucher and passed unanimously adopting Resolution No. 2021-05, as presented.

**2. Consider Resolution No. 2021-06 – Adopting a Fiscal Year 2020/2021 Amended Budget**

Resolution No. 2021-06 was presented, entitled:

## RESOLUTION NO. 2021-06

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adopting Resolution No. 2021-06, as presented.

#### **3. Consider Fiscal Year 2021/2022 Budget Funding Agreement**

A **motion** was made by Mr. Gerenger, seconded by Mr. Landers and passed unanimously approving the Fiscal Year 2021/2022 Budget Funding Agreement, as presented.

The Regular Board Meeting was then recessed and a meeting of the Audit Selection Committee was called to order.

#### **I. AUDIT SELECTION COMMITTEE**

##### **1. Ranking of Proposals/Consider Selection of an Auditor**

The Audit Selection Committee, appointed by the Board at its June meeting consisted of District Manager William Crosley, District Engineer Peter Vanbuskirk, and District Supervisor Jim Blucher

Grau and Associates was the only proposal received to perform the September 30, 2020, September 30, 2021, and September 30, 2022, annual government audits.

A **motion** was made by Mr. Landers, seconded by Mr. Gerenger and passed unanimously selecting Grau and Associates to be the District’s auditor for the fiscal years ending September 30, 2020, September 30, 2021, and September 30, 2022, subject to fee adjustments for inflation, to perform the fiscal year audits for the following two years FY 9/30/2021 and 9/30/2024.

The Audit Selection Committee Meeting was closed and the Regular Board Meeting was reconvened.

#### **J. ADMINISTRATIVE MATTERS**

There were no Administrative Matters to come before the Board.

#### **K. STAFF REPORTS**

##### **1. District Manager**

Mr. Crosley noted that the next meeting was scheduled for September 21, 2021.

##### **2. District Counsel**

There was no District Counsel Report at this time.

##### **3. District Engineer**

There was no District Engineer Report at this time.

**L. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**M. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

**N. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Landers, seconded by Mr. Blucher and passed unanimously to adjourn the meeting at 2:55 p.m.

**ATTESTED BY:**

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

\_\_\_\_\_  
Chairperson/Vice-Chair

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A SEAT NUMBER FOR APPOINTED BOARD MEMBER JIM BLUCHER; 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

**WHEREAS**, as of June 30, 2021, Seats 2, 3 and 4 on the District Board of Supervisors were vacant; and

**WHEREAS**, on June 30, 2021, Jim Blucher was appointed to fill one of the open vacancies to serve on the District Board of Supervisors; and

**WHEREAS**, at the time of appointment, the Board did not clearly designate the specific seat to be filed by Supervisor Blucher; and

**WHEREAS**, the Board desires to clarify that Supervisor Blucher has been appointed to Seat 2 which carries a four-year term; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution confirming the appointment of Jim Blucher to Seat 2.

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

**SECTION 1.** Jim Blucher has been appointed to Seat 2, effective June 30, 2021.

**SECTION 2.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of April, 2022.

ATTEST:

**CENTRAL PARC COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson



**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the current members of the Board of Supervisors (“Board”) were elected by the landowners within the District based on a one acre/one vote basis; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

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

**SECTION 1.** The following terms of office are hereby extended to coincide with the general election to be held in November of 2022:

Seat #3 (currently vacant)  
Seat #4 (currently vacant)  
Seat #5 (currently held by Sean Landers)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

Seat #1 (currently held by Mark R. Gerenger)  
Seat #2 (currently held by James Blucher)

**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 immediately upon its adoption.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of April, 2022.

ATTEST:

**CENTRAL PARC COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**RESOLUTION 2022-03**

**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 within Miami-Dade 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 Prompt Payment Policies and Procedures as may be amended or updated from time to time 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 or replace 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. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**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 19<sup>th</sup> day of April, 2022.

ATTEST:

**CENTRAL PARC COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **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***

**April 19, 2022**

**Central Parc Community Development District**  
**Prompt Payment Policies and Procedures**

**Table of Contents**

I. Purpose ..... 1

II. Scope ..... 1

III. Definitions ..... 1

A. Agent ..... 1

B. Construction Services ..... 1

C. Contractor or Provider of Construction Services ..... 1

D. Date Stamped ..... 1

E. Improper Invoice ..... 2

F. Improper Payment Request ..... 2

G. Non-Construction Goods and Services..... 2

H. Proper Invoice ..... 2

I. Proper Payment Request ..... 2

J. Provider ..... 2

K. Purchase ..... 2

L. Vendor ..... 2

IV. Proper Invoice/Payment Request Requirements ..... 3

A. General ..... 3

B. Sales Tax ..... 3

C. Federal Identification and Social Security Numbers ..... 3

D. Proper Invoice for Non-Construction Goods and Services ..... 3

E. Proper Payment Request Requirements for Construction Services ..... 4

V. Submission of Invoices and Payment Requests ..... 4

VI. Calculation of Payment Due Date ..... 5

A. Non-Construction Goods and Services Invoices ..... 5

B. Payment Requests for Construction Services ..... 6

VII. Resolution of Disputes ..... 7

A. Dispute Between the District and a Provider ..... 7

B. Dispute Resolution Procedures ..... 7

VIII. Purchases Involving Federal Funds or Bond Funds..... 8

IX. Requirements for Construction Services Contracts – Project Completion; Retainage ..... 8

X. Late Payment Interest Charges ..... 9

A. Related to Non-Construction Goods and Services ..... 9

B. Related to Construction Services ..... 9  
C. Report of Interest ..... 9

**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 [REDACTED]. 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: (786) 347-2711 ext. 2011, email: gperez@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  
8785 SW 165<sup>th</sup> Avenue, #200  
Miami, FL 33193
- 2. Email Address**  
gperez@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 latest 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. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. 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.
5. 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).

6. 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.
7. 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 for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(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 2022-04**

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

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

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

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

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

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Mark Gerenger	November 2024
2	James Blucher	November 2024
3	Vacant	November 2022
4	Vacant	November 2022
5	Sean Landers	November 2022

This year, Seat 3, currently vacant, Seat 4, currently vacant, and Seat 5, currently held by Sean Landers are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 1st day of November 2022, at 2:00 p.m., and located 19503 S. West Villages Parkway Venice Florida, 34293 in the meeting room directly across from Suite #A14.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting

and election have been announced by the Board at its **April 19, 2022** meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 19503 S. West Villages Parkway #A4, Venice, Florida 34293, or at the office of the District Manager, Special District Services, Inc., located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

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

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF April, 2022.**

**CENTRAL PARC COMMUNITY DEVELOPMENT  
DISTRICT**

**ATTEST:**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT A**

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

Notice is hereby given to the public and all landowners within Central Parc Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 207.561 acres, 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 three (3) person/people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022  
TIME: \_\_\_\_\_  
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, Special District Services, Inc., located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (877) 737-4922 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

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

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

William Crosley  
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

4867-0018-5369.1

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 1, 2022**

TIME: \_\_\_\_\_ .M.

LOCATION:

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

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

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

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

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

**LANDOWNER PROXY**

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
SARASOTA COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

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 November 1, 2022, at \_\_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</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.]

**Total Number of Authorized Votes:** \_\_\_\_\_

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

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

**OFFICIAL BALLOT**  
**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**  
**SARASOTA COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER 1, 2022**

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

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

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

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

or

**Attach Proxy.**

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

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**AGREEMENT BETWEEN  
CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AND  
SABAL TRACE DEVELOPMENT PARTNERS, LLC REGARDING THE  
ACQUISITION OF CERTAIN WORK PRODUCT, IMPROVEMENTS AND REAL  
PROPERTY**

**THIS ACQUISITION AGREEMENT (“Agreement”)** is made and entered into this 19th day of April, 2022, by and between:

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida, with a mailing address of c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293 (the “District”); and

**SABAL TRACE DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company, and the owner and developer of the lands within the boundaries of the District, with a mailing address of 550 SE 5<sup>th</sup> Avenue, Apt. 304S, Boca Raton, Florida 33432 (the “Developer” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted a capital improvement plan for the planning, design, acquisition, construction, and installation of various public infrastructure improvements, facilities, and services (the “Improvements”) within the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report* for the Central Parc Community Development District, dated March 20, 2020, as supplemented and amended from time to time (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Developer is the owner and developer of lands located within the boundaries of the District within which the Improvements will be located (the “2022 Project”); and

**WHEREAS**, the District intends to finance all or a portion of the 2022 Project through the anticipated issuance of its Central Parc Community Development District Special Assessment, Series 2022 (the “Series 2022 Bonds”); and

**WHEREAS**, because the Series 2022 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would

allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

**WHEREAS**, the District acknowledges the Developer’s need to have the Improvements constructed in an expeditious and timely manner in order to develop 2022 Project; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2022 Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District or as required by permits or development plans (the “Real Property”); and

**WHEREAS**, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

**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 District and the Developer agree as follows:

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

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the Parties may jointly agree upon (each an “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (the “Board”) the total actual amount of cost, which, in the District Engineer’s sole



opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee (the "Trustee") for the Series 2022 Bonds. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition of the Improvements.

**A.** The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be reasonably acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

**B.** The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of 2022 Project or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Developer to the District in respect thereto.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. The District agrees to pursue primary recovery for any maintenance obligation or loss resulting from any latent

or patent defect in the Work Product from any person or entity providing the applicable warranty assigned to the District.

**E.** The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Series 2022 Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any interests in Real Property necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate in providing such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the fair market value of the Improvement, whichever is less, as determined by the District Engineer. The District Engineer shall use customary industry standards to determine the fair market value of the Improvements.

**C.** The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for the associated Improvements conveyed pursuant to this Agreement.

**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the fair market value of the Work Product and/or Improvements determined using customary industry standards; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. CONTRIBUTIONS.** In connection with the issuance of the Series 2022 Bonds, the District will levy debt service special assessments to secure the repayment of the Series 2022 Bonds. If the Developer requests that such debt service special assessments be reduced for certain product types or lands, the Developer agrees to provide a contribution of Work Product, Improvements or Real Property comprising a portion of the Project and in the amounts set forth in a supplemental assessment methodology report adopted by the District to accomplish any such requested reduction. Such contribution shall not be eligible for payment hereunder.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

**A. Conveyance.** In the event that interests in the Real Property are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for such interest in the Real Property exceed the lesser of the actual cost to the Developer or the reasonable fair market value based on an appraisal or similar third party report (prepared by a qualified appraiser or appraisal company) or based on other evidence of its value, excluding any increased value resulting from the Improvements, obtained by the Developer in a form acceptable to the District. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property or the value of other Improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the Real Property as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to,

construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of any interest in Real Property to the District. The Developer shall be responsible for the prorated amount of all taxes and assessments levied on the Real Property until such time as the Developer conveys said lands to the District and in compliance with Section 196.295, *Florida Statutes*. At the time of conveyance, the District may require, at Developer's expense, an owner's title insurance policy in a form satisfactory to the District (or title search, if the District determines, in its sole discretion, that a title policy is not necessary). In the event a title commitment reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands for the intended purpose, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe the Real Property conveyed to the District and lands which remain in Developer's ownership; provided, however, that such future boundary adjustments shall not affect the number of lots to be developed or the ability of the Developer to have the lots developed within the District per applicable zoning and plans approvals. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

## **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Sarasota County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

**2.** Nothing in this Agreement shall prevent the District or the Developer from asserting any rights to challenge any taxes or assessments imposed, if any, on any property conveyed or to be conveyed to the District.

**B. *Notice.*** The Parties agree to provide notice to the other Party within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or

costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at a rate not greater than three percent per annum from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2022 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2022 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2022 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2022 Bonds within three (3) years from the date of this Agreement, and the Bond Issuance Period is not otherwise extended by mutual agreement of the Parties (the "Bond Issuance Period"), and, thus the District does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever and, there having been no consideration paid, the District agrees, to the extent permitted by law and upon request by the Developer, to convey back to the Developer any Prior Acquisitions that have not been subsequently conveyed or transferred by the District to another governmental entity or public utility. Such request by the Developer must be made within one hundred eighty (180) days of the end of the Bond Issuance Period. The Developer shall pay any third party transaction costs resulting from the conveyance back to the Developer of any Prior Acquisitions, including, but not limited to, taxes, title insurance, recording fees or other third party transfer costs. The Developer acknowledges that the District intends to convey some of the Improvements to the State of Florida, Sarasota County, or the City of North Port and consents to the District's conveyance of such Improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either Party under this Agreement, which continues for a period of thirty (30) days after written notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of

damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the respective Acquisition Date of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim or suit, provided the statute of limitations has not run. In no event shall the Developer be required to indemnify the District, its officers, employees or agents: (i) for a default by the District under this Agreement, (ii) for any claim, damage or loss arising out of or in connection with any activity or occurrence on or after the applicable Acquisition Date of such Real Property, Improvement or Work Product or (iii) for any claim, damage or loss arising out of or in connection with the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence or willful misconduct.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be amended in writing only by the mutual agreement of all Parties, and with regards to any amendment having a material effect on the payment of debt service on the Series 2022 Bonds, with the prior written consent of the Trustee for the Series 2022 Bonds acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ( the "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 the District:** Central Parc Community  
Development District

c/o Special District Services, Inc.  
19503 S. West Villages Parkway, #A3  
Venice, Florida 34293  
Attn: District Manager

**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Michael C. Eckert

**B. If to Landowner:**

Sabal Trace Development Partners, LLC  
550 SE 5<sup>th</sup> Avenue, Apt. 304S  
Boca Raton, FL 33432  
Attn: \_\_\_\_\_

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**SECTION 15. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole

benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Series 2022 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of 2022 Project then-owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents 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 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Developer.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Bonds within the Bond Issuance Period. The agreement and obligations in Section 7 with regard to the conveyance back to the Developer of Prior Acquisitions shall survive the termination of this Agreement.

**SECTION 21. 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 will be treated as such in accordance with Florida law.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.



**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page intentionally left 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

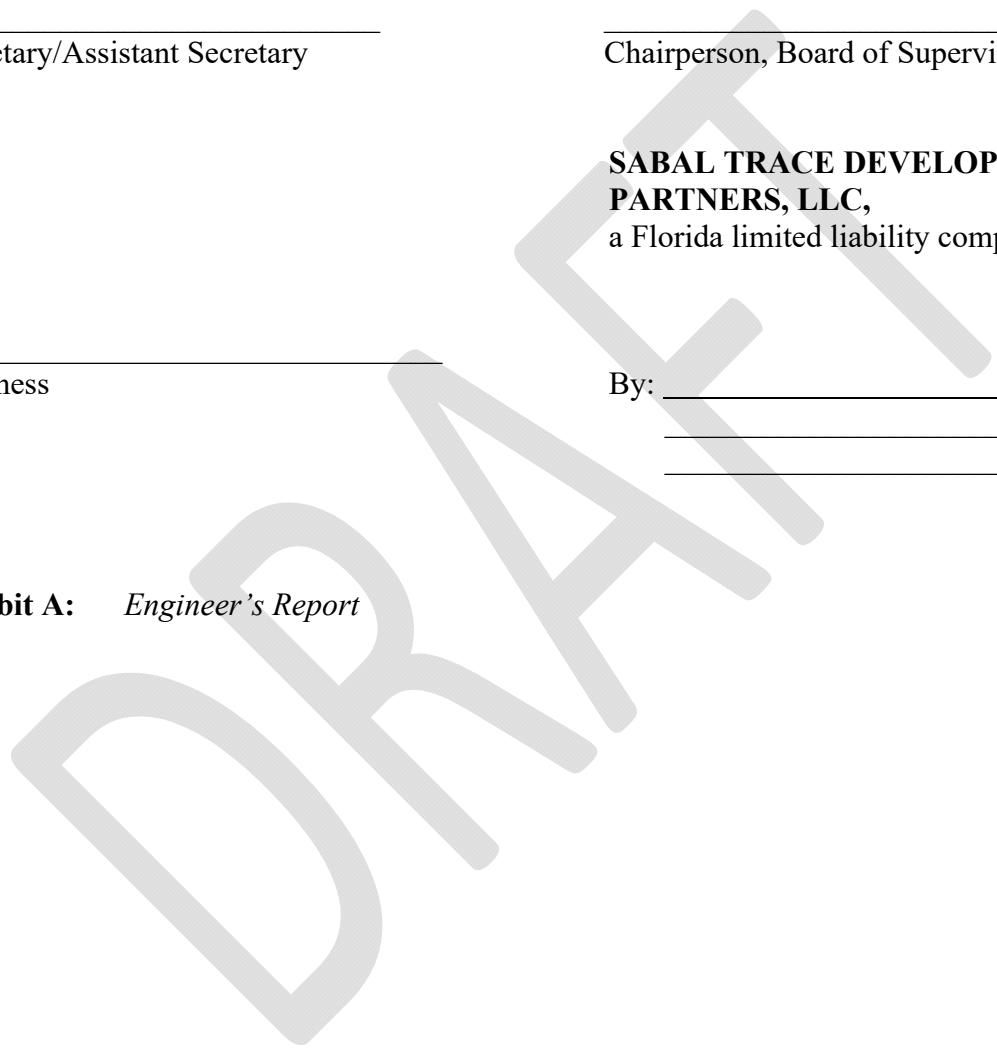
\_\_\_\_\_  
Chairperson, Board of Supervisors

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

\_\_\_\_\_  
Witness

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

**Exhibit A:** *Engineer's Report*



**MEMORANDUM**

TO: District Manager

FROM: Michael C. Eckert

DATE: March 29, 2022

RE: Best Practices for Responding to Public Records Requests

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Over the past few months, we have seen an uptick in public records requests. While public records requests can be frustrating for all parties for a variety of reasons, it is important for a community development district to follow the law and to implement best practices. This will help the public receive the information they are seeking in a consistent and timely manner, while at the same time providing protection for the District should litigation over a public records request arise. Please keep in mind that the law regarding public records requests continues to evolve. In addition, this memorandum is not comprehensive and additional issues will invariably arise which will require further analysis. If at any time you have questions, please contact our office for guidance.

A few reminders on public records are in order.

1. A public records request does not have to be in writing.
2. A public records request does not have to be signed.
3. A public records request does not have to provide the name of the person requesting the records.
4. You cannot require the requestor to show identification.
5. You should not ask the requestor the purpose of the request, unless it is necessary to understand what records they are seeking.
6. You should not respond to a public records request by referring a person to a website in lieu of providing the requested record.
7. There is no obligation for you or the District to create a new record in response to a request.
8. There is no obligation for you or the District to answer questions in response to a request.
9. Public records requests occasionally seek records that should not be, or are not permitted to be, produced under Florida law. If you have any question regarding whether a document requested is “*exempt*” or “*exempt and confidential*” under Florida law, seek legal guidance from our office before production.

Based on current Florida law, below are some best practices that we encourage your office to implement and follow.

## **Initiation of Process**

A public records request is received by a supervisor, a member of district staff, a district employee, or a contractor to the district.

## **Step One (all supervisors, staff, district employees and contractors)**

Immediately send or communicate the request to the District Secretary or their designee for a coordinated and consistent response.

## **Step Two (District Secretary or their designee)**

Acknowledge in writing that the request has been received. This step should be completed without delay.

*Example:     The District is in receipt of your public records request dated \_\_\_\_\_ . Your request will be processed in accordance with the District's Rules and Policies and Florida law.*

## **Step Three (District Secretary or their designee)**

Determine whether the request is seeking paper copies or electronic records.

## **Step Four (District Secretary or their designee)**

Determine whether the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance. If the time to respond is in excess of 15 minutes, it is presumed to require extensive use of information technology resources or extensive clerical or supervisory assistance.

## **Step Five (District Secretary or their designee)**

If the nature or volume of records requested does not require extensive use of information technology resources or extensive clerical or supervisory assistance, contact each District staff member or Board member who may have responsive records and assemble the requested records and move to step 6A.

If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, do not assemble the records at this time and move to step 6B.

## **Step 6A (District Secretary or their designee)**

Review the assembled records to determine if there is any information that is included in the records that is exempt, or confidential and exempt, under Florida public records laws. If the records are clearly not exempt, or confidential and exempt, under Florida public records laws, provide the records to the requestor. If there is a question as to whether the records contain

information that is exempt, or confidential and exempt, under Florida public records laws, please forward the request and responsive records to District Counsel for review. After you hear back from District Counsel as to what records may be produced, produce the records. If any documents requested are not to be produced because they are exempt, or confidential and exempt, District Counsel will provide you with something in writing to deliver to the requestor which references the specific statutory basis for the withholding of the records. If paper records are requested, you should collect the copy charges from the requestor before providing the records. The amounts you can charge for copies and certified copies is set forth on Exhibit A hereto. Please ensure that you maintain a record of the date, time and manner in which you produced the records. *This is the final step when the request does not involve extensive use of information technology resources or extensive clerical or supervisory assistance.*

### **Step 6B (District Secretary or their designee)**

When the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, you will need to estimate the special service fee that will be charged to process the request. You will also need to estimate the amount to be charged for paper copies, if requested. Understand that the special service charge is applicable to staff time spent responding to the request. Each staff member should be requested to provide their hourly rate for a special service fee (as calculated above) and an estimate of the time necessary for them to respond to the request. Board members should not charge for their time responding to public records requests. The special service charge must be based on the hourly wage (and benefits) of the person or persons responding to the request. In addition, the rate to be charged should be the rate for the person with the lowest hourly wage (and benefits) that is competent to respond to the request.

**Example:** If a recording secretary is paid \$40,000 a year and his or her benefits are valued at \$10,000 per year, works 50 weeks a year at 40 hours per week, that is a total of 2000 hours. \$50,000 total compensation and benefits divided by 2000 hours equals a special service charge of \$25 per hour.

### **Step 7 (District Secretary or their designee)**

After you have spoken with all staff members who may have responsive records and determined the estimated special service fee, contact the requestor in writing to inform the requestor of the estimate and request payment before the response is compiled. This is a very important step in the process to complete with accuracy and consistency.

**Example:** Dear [Requestor]:

Below you will find the special service charge estimate for production of the records you have requested. A special service charge is necessary due to the fact that the nature and volume of the records requested will require extensive clerical and supervisory assistance to fully respond to the requests. [Responsive records could include notes, correspondence, emails,

meeting minutes, audio meeting recordings, agreements, drafts, reports, etc. over approximately the past \_\_\_\_\_ years.]

The estimate below assumes you want copies emailed to you and not paper copies. If you are requesting paper copies, there will be an additional duplication charge. Please clarify if you want paper copies.

Estimated Special Service Charge:

*District Administrative*

\$ \_\_\_\_\_ (estimated \_\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour)

*District Manager*

\$ \_\_\_\_\_ (estimated \_\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour)

*District Engineer*

\$ \_\_\_\_\_ (estimated \_\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour)

*Paralegal*

\$ \_\_\_\_\_ (estimated \_\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour)

*Legal Counsel*

\$ \_\_\_\_\_ (estimated \_\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour)

**Total Estimated Charge:** \$ \_\_\_\_\_

A check for the estimated charge should be made payable to the \_\_\_\_\_ Community Development District and mailed to the following:

[INSERT DISTRICT MANAGER ADDRESS]

Upon receipt of your payment, we will begin the process of gathering the documents and reviewing applicable exemptions. If our estimate is higher than our actual expenses, we will refund the difference. If our actual costs are higher than our estimate, we will provide the additional charges to you and we will expect prompt payment.

Please confirm you want the documents sent by electronic mail to: \_\_\_\_\_.

[You have requested that your public records request be treated as continuing. Such is inconsistent with Florida law and the request will not

be treated by the District as continuing. See Florida Attorney General Informal Opinion to Worch, June 15, 1995.]

[In relation to the transcripts of shade sessions held on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ [DISTRICT MANAGER: INSERT SHADE SESSION MEETING DATES FOR THE LITIGATION], for separate and independent reasons, the records you requested are exempt and confidential under sections 286.011(8) and 119.07(1)(d) of the Florida Statutes. Such records remain exempt and confidential until the conclusion of the litigation or adversarial administrative proceedings, meaning a suit has been dismissed with prejudice or the statute of limitations has run. This position is based on Florida Attorney General Opinion 94-33. Therefore, these transcripts are not being produced.]

For questions, please contact \_\_\_\_\_ @ \_\_\_\_\_ (\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_).

**Step 8 (District Secretary or their designee)**

Collect the special service charge estimate.

**Step 9 (District Secretary or their designee)**

Compile the requested records from all District staff and board members. Inform all staff members to keep track of their time spent responding to the request in tenth or quarter hour increments.

**Step 10 (District Secretary or their designee)**

Review the assembled records to determine if there is any information that is included in the records that is exempt, or confidential and exempt, under Florida public records laws. If the records are clearly not exempt, or confidential and exempt, under Florida public records laws, provide the records to the requestor. If there is a question as to whether the records contain information that is exempt, or confidential and exempt, under Florida public records laws, please forward the request and responsive records to District Counsel for review.

**Step 11 (District Secretary or their designee)**

After you hear back from District Counsel, compare the amount of the estimated special service charge to the amount of time actually expended responding to the request. If the estimated special service charge proves to be too high, provide a refund to the requestor. If the estimated special service charge proves to be too low, contact the requestor and seek the balance of the special service charge due. If the person refuses to pay, contact District Counsel for further instructions prior to producing the records.

**Step 12 (District Secretary or their designee)**

Produce the records. Please ensure that you maintain a record of the date, time and manner in which you produced the records.



## Exhibit A

### **Excerpt from Rule of Procedure 1.2(2) (Most recent Kutak Rock version)**

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor

costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word “extensive” shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.