

***Rhodine Road North
Community Development District***

Agenda

December 19, 2018

AGENDA

Rhodine Road North
Community Development District
Organizational Meeting Agenda

Wednesday, December 19, 2018
1:30 p.m.

Holiday Inn Express
2102 N Park Rd.
Plant City, FL 33566

I. Introduction

- A. Call to Order
- B. Public Comment Period
- C. Oath of Office

II. Organizational Matters

- A. Confirmation of Notice of Meeting
- B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190
- C. Election of Officers
 - 1. Resolution 2019-01 Appointing Officers
 - 2. Resolution 2019-02 Appointing Treasurer and Assistant Treasurer

III. Retention of District Staff

- A. Consideration of Contract for District Management Services
 - 1. Resolution 2019-03 Appointing District Manager
- B. Consideration of Contract for District Counsel Services
 - 2. Resolution 2019-04 Appointing District Counsel
- C. Resolution 2019-05 Selection of Registered Agent and Office
- D. Resolution 2019-06 Appointing Interim District Engineer
- E. Consideration of Interim District Engineering Agreement
- F. Request Authorization to Issue RFQ for Engineering Services

IV. Designation of Meetings and Hearing Dates

- A. Consideration of Resolution 2019-07 Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2019
- B. Consideration of Resolution 2019-08 Designation of Landowner's Meeting Date, Time and Location
- C. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes

1. Consideration of Resolution 2019-09 Setting a Public Hearing to Consider the Proposed Rules of the District

D. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2019

1. Consideration of Resolution 2019-10 Setting the Public Hearing and Approving the Proposed Fiscal Year 2019 Budget
2. Approval of the Fiscal Year 2018/2019 Developer Funding Agreement

E. Resolution 2019-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

V. Other Organizational Matters

- A. Resolution 2019-12 Designating a Qualified Public Depository
- B. Resolution 2019-13 Authorization of Bank Account Signatories
- C. Consideration of Resolution 2019-14 Relating to Defense of Board Members
- D. Consideration of Resolution 2019-15 Authorizing District Counsel to Record in the Property Records of Hillsborough County the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes
- E. Consideration of Resolution 2019-16 Adopting Investment Guidelines
- F. Consideration of Resolution 2019-17 Authorizing Execution of Public Depositor Report
- G. Consideration of Resolution 2019-18 Designating a Policy for Public Comment
- H. Consideration of Resolution 2019-19 Adopting a Travel and Reimbursement Policy
- I. Consideration of Resolution 2019-20 Adopting Prompt Payment Policy
- J. Consideration of Resolution 2019-21 Adopting a Records Retention Policy
- K. Consideration of Compensation to Board Members
- L. Resolution 2019-22 Selecting District Records Office Within Hillsborough County
- M. Resolution 2019-23 Designating the Primary Administrative Office and Principal Headquarters of the District
- N. Consideration of Website Services Agreement
- O. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st for Hillsborough County

VI. Capital Improvements

- A. Appointment of Financing Team

1. Bond Counsel
2. Investment Banker
3. Assessment Administrator
4. Trustee

B. Approval of Financing Team Funding Agreement

VII. Financing Matters

- A. Consideration of Engineer's Report
- B. Consideration of Assessment Methodology
- C. Consideration of Resolution 2019-24 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings
- D. Consideration of Resolution 2019-25 Declaring Special Assessments and Approval of Assessment Methodology
- E. Consideration of Resolution 2019-26 Setting Public Hearing for Special Assessments

VIII. Other Business

- A. Staff Reports
 - i. Attorney
 - ii. Manager
- B. Supervisors Requests
- C. Approval of Funding Request No. 1

IX. Adjournment

SECTION II

SECTION A

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: BOS Meeting Notice** was published in **Tampa Bay Times: 12/8/18**. in said newspaper in the issues of **Baylink Hillsborough**

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

Signature of Affiant

Sworn to and subscribed before me this 12/08/2018.

Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced _____



NOTICE OF ORGANIZATIONAL MEETING RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT

The organizational meeting of the Board of Supervisors of the **Rhodine Road North Community Development District** will be held on **December 19, 2018 at 1:30 PM at the Holiday Inn Express, 2102 N. Park Rd., Plant City, FL 33566**. The purpose of the meeting is to elect certain District officers, consider the appointment of staff to include but not limited to manager, attorney, engineer and others as deemed appropriate by the Board of Supervisors; to consider the services to be provided by the District and the financing plan for same; to appoint a team for purposes of issuing special assessment bonds and consider the associated funding agreement; and to conduct other business that may come before the Board.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

The meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1(800) 955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that 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 such appeal is to be based.

Jill Burns
Governmental Management Services
Central Florida- District Manager
(719085) 12/08/2018

SECTION B

COMMUNITY DEVELOPMENT DISTRICTS

Q: What is a community development district?

A: A community development district (CDD) is an independent special-purpose unit of local government created pursuant to and governed by Chapter 190, Florida Statutes. CDDs offer an attractive and cost-effective means of providing for the financing and management of major infrastructure systems and services to support the development of new communities throughout the State. When used effectively, CDDs can help to spread out development costs, meet the concerns of permitting agencies with respect to long-term maintenance of infrastructure, provide access to sources of increasingly scarce capital, and work cooperatively with other local governments struggling to avoid politically unpopular tax increases.

Q: What powers are CDDs permitted to exercise?

A: As special-purpose local governments, CDDs possess certain legal powers similar to cities and counties, such as the right to enter into contracts, to acquire and dispose of real and personal property, to adopt rules and regulations, and to obtain funds either by borrowing, issuing bonds, or levying non-ad valorem assessments and taxes. CDDs also have certain special powers relating to public improvements and community facilities.

All of these special powers, however, are authorized subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included within the district's external boundaries. Indeed, CDDs do not have zoning, permitting, or comprehensive planning powers. The creation of a CDD does not change any requirements for governmental approvals of any activities or construction within the district. Planning, environmental and land development regulations apply to all development and construction within the CDD regardless of who undertakes the activity.

Q: How are CDDs governed?

A: CDDs are governed by a five-member board of supervisors elected initially by district landowners on a one-acre/one-vote basis. Any fraction of an acre is treated as one acre, entitling the owner to one vote. Commencing no sooner than six years following creation of the district, and only after there are at least 250 qualified electors, supervisors whose terms are expiring will begin to be elected by qualified electors of the district. A "qualified elector" is any person at least 18 years of age who is a United States citizen, a legal resident of Florida and of the district, and who is registered to vote with the supervisor of elections in the county in which the district land is located. Elections are held every two years on the first Tuesday in November.

Board meetings must be noticed in a local newspaper and are always conducted in a public forum. Subject to the requirements of the public records law, CDDs must make district records available for public inspection during normal business hours. The supervisors, themselves, are subject to the same financial disclosure requirements as are other local elected officials. These and other requirements related to public oversight of district activities make CDDs particularly visible in the relation to other entities exercising responsibility for the development of community infrastructure and services.

District supervisors are statutorily entitled to receive for their services an amount not to exceed \$200 per meeting. Each supervisor's maximum annual compensation is \$4,800 plus standard state travel and per diem, unless a higher compensation is approved by a referendum of the district's electors. A district manager, who is appointed by the board of supervisors, oversees the day-to-day operation of the district.

Q: How is a CDD different than other kinds of special districts and homeowners' associations?

A: While other kinds of special districts and homeowners' associations may address certain issues, none of them have the range of powers and options accorded CDDs. In addition to their inability to effectively finance major capital improvements, homeowners' associations generally do not meet regulatory agency requirements for stable, perpetual entities for long-term maintenance of permitted infrastructure. Other kinds of districts have only a limited range of available powers. CDDs, on the other hand, are perpetual entities with extensive financing capabilities, and, as noted previously, are statutorily permitted to exercise a list of general and special powers.

Q: How are district non-ad valorem special assessments determined?

A: Each property owner will pay an annual assessment to the district based on two component costs. One is the fixed amount required to amortize the debt assessed against each lot, parcel or acre for the facilities acquired or constructed by the district. The other is an annual assessment for district operations and maintenance of district facilities. The annual installment amount may vary in relation to the size and location of the property, and to the infrastructure benefit allocated to the property assessed. Each year, the district board of supervisors holds a public hearing to set its budget and the level of assessments. Consequently, district residents will know each year's assessment in advance.

Q: How are defaults on CDD assessments handled?

A: The law governing CDDs permits districts to utilize special assessments in which the debt obligation is assigned to each lot, tract or parcel on a pro rata basis according to the benefit received from the facilities which are provided by the district. CDDs may use the procedure for levying and collecting assessments provided in either Chapter 170 or Chapter 197, Florida Statutes. The remedies available to the District

under each method are slightly different. However, in either case, if there is a default by an owner of property within a CDD the bond holders are permitted to look only to the defaulting property for recovery of the delinquent assessment. Chapter 190 specifically provides that the local general purpose government is not responsible for debt issued by a CDD. See 190.002(3) and 190.016(15), Florida Statutes.

Q: Are CDDs permitted to issue general obligation bonds and levy ad valorem taxes?

A: District boards have the power to issue general obligation bonds and to levy and assess ad valorem taxes subject to referendum approval. Issuance of general obligation bonds is limited to financing or refinancing capital projects or to refunding outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of 35 percent of the assessed value of the taxable property within the district. An ad valorem tax levied for operating purposes, exclusive of debt service on bonds, is limited to three mills. When authorized by a local general purpose government to exercise one or more of the special powers noted previously, districts may levy an additional two mills. In the event a CDD exercises its ad valorem taxing power, landowner election of supervisors will no longer be permitted. Prior to exercising such power, all board members must be elected by qualified electors of the district.

Q: What about revenue bonds?

A: Districts may issue revenue bonds without limitation as to amount and may do so without referendum approval. Revenue bonds may be secured, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects, from the rates, fees, or other charges to be collected from the users of any project or projects, from any revenue producing undertaking or activity of the district, from special assessments, or from any other source or pledged security. All bonds issued by CDDs must be secured by a trust agreement, and any bonds maturing over a period of more than five years must be validated and confirmed by court decree (excluding refunding bonds).

Q: What are district rates, fees and charges?

A: CDDs are authorized, after a public hearing, to prescribe fix, establish, and collect rates, fees, rentals, or other charges for the facilities and services furnished by the district. Florida law provides that these revenues must be uniform, just and equitable for users of the same class. Additionally, if a CDD furnishes water management and control facilities or water and sewer and facilities, all lands, buildings, premises, persons, firms, and corporations within the district will be required to use them.

Q: What kinds of disclosures are required with respect to the sale of real property within CDDs?

A: CDDs are required by statute to take affirmative steps to provide full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. This information must be made available to all existing residents of the district and to all prospective residents. Moreover, the CDD is required to furnish developers of any residential development within the district enough copies of this information for distribution to each prospective purchaser. In addition, developers of residential developments within the district, when required by law to provide a public offering statement, must include a copy of information relating to public financing and maintenance of improvements in the public offering statement. Finally, Florida law requires that all contracts for sale of land within a CDD must include the following language:

THE (Name of District) COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

This disclosure language must appear in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract and must be situated immediately prior to the space reserved in the contract for the signature of the purchaser. Additionally, this language must be recorded in the property records of the county in which the CDD is located as part of the CDD's duty to give notice of establishment of the district.

Q: Will the CDD continue indefinitely as a special-purpose local government responsible for the lands presently encompassed by the district?

A: Ordinarily, a CDD will remain in existence indefinitely less it is merged with another district, is dissolved, or unless all of the specific community development services it has been authorized to perform are transferred to a general-purpose unit of local government. A transfer of services is accomplished by adoption of an ordinance demonstrating the ability of the local general-purpose government to provide the service as efficiently and economically as the district, and at a level of quality equal to or higher than the level of quality actually delivered by the district.

Select Year: **2018** | [Go](#)

The 2018 Florida Statutes

[Title XII](#)[PLANNING AND DEVELOPMENT](#)[Chapter 190](#)[View Entire Chapter](#)[COMMUNITY DEVELOPMENT DISTRICTS](#)[CHAPTER 190](#)[COMMUNITY DEVELOPMENT DISTRICTS](#)

- [190.001](#) Short title.
- [190.002](#) Legislative findings, policies, and intent.
- [190.003](#) Definitions.
- [190.004](#) Preemption; sole authority.
- [190.005](#) Establishment of district.
- [190.006](#) Board of supervisors; members and meetings.
- [190.007](#) Board of supervisors; general duties.
- [190.008](#) Budget; reports and reviews.
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- [190.0125](#) Purchase, privatization, or sale of water, sewer, or wastewater reuse utility by district.
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- [190.014](#) Issuance of bond anticipation notes.
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- [190.023](#) Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds.
- [190.024](#) Tax liens.
- [190.025](#) Payment of taxes and redemption of tax liens by the district; sharing in proceeds of tax sale.
- [190.026](#) Foreclosure of liens.
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- [190.033](#) Bids required.
- [190.035](#) Fees, rentals, and charges; procedure for adoption and modifications; minimum revenue requirements.
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- 190.041 Enforcement and penalties.
- 190.043 Suits against the district.
- 190.044 Exemption of district property from execution.
- 190.046 Termination, contraction, or expansion of district.
- 190.047 Incorporation or annexation of district.
- 190.048 Sale of real estate within a district; required disclosure to purchaser.
- 190.0485 Notice of establishment.
- 190.049 Special acts prohibited.

190.001 Short title.—This act may be cited as the “Uniform Community Development District Act of 1980.”
History.—s. 2, ch. 80-407.

190.002 Legislative findings, policies, and intent.—

(1) The Legislature finds that:

(a) There is a need for uniform, focused, and fair procedures in state law to provide a reasonable alternative for the establishment, power, operation, and duration of independent districts to manage and finance basic community development services; and that, based upon a proper and fair determination of applicable facts, an independent district can constitute a timely, efficient, effective, responsive, and economic way to deliver these basic services, thereby providing a solution to the state’s planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.

(b) It is in the public interest that any independent special district created pursuant to state law not outlive its usefulness and that the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics, and government-in-the-sunshine requirements which apply both to governmental entities and to their elected and appointed officials.

(c) It is in the public interest that long-range planning, management, and financing and long-term maintenance, upkeep, and operation of basic services for community development districts be under one coordinated entity.

(2) It is the policy of this state:

(a) That the needless and indiscriminate proliferation, duplication, and fragmentation of local general-purpose government services by independent districts is not in the public interest.

(b) That independent districts are a legitimate alternative method available for use by the private and public sectors, as authorized by state law, to manage and finance basic services for community developments.

(c) That the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under chapter 380 and that the district so established does not have any zoning or permitting powers governing development.

(d) That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.

(3) It is the legislative intent and purpose, based upon, and consistent with, its findings of fact and declarations of policy, to authorize a uniform procedure by general law to establish an independent special district

as an alternative method to manage and finance basic services for community development. It is further the legislative intent and purpose to provide by general law for the uniform operation, exercise of power, and procedure for termination of any such independent district. It is further the purpose and intent of the Legislature that a district created under this chapter not have or exercise any zoning or development permitting power, that the establishment of the independent community development district as provided in this act not be a development order within the meaning of chapter 380, and that all applicable planning and permitting laws, rules, regulations, and policies control the development of the land to be serviced by the district. It is further the purpose and intent of the Legislature that no debt or obligation of a district constitute a burden on any local general-purpose government without its consent.

History.—s. 2, ch. 80-407; s. 1, ch. 84-360.

190.003 Definitions.—As used in this chapter, the term:

- (1) “Ad valorem bonds” means bonds which are payable from the proceeds of ad valorem taxes levied on real and tangible personal property and which are generally referred to as general obligation bonds.
- (2) “Assessable improvements” means, without limitation, any and all public improvements and community facilities that the district is empowered to provide in accordance with this act.
- (3) “Assessment bonds” means special obligations of the district which are payable solely from proceeds of the special assessments levied for an assessable project.
- (4) “Board” or “board of supervisors” means the governing board of the district or, if such board has been abolished, the board, body, or commission succeeding to the principal functions thereof or to whom the powers given to the board by this act have been given by law.
- (5) “Bond” includes “certificate,” and the provisions which are applicable to bonds are equally applicable to certificates. The term “bond” includes any general obligation bond, assessment bond, refunding bond, revenue bond, and other such obligation in the nature of a bond as is provided for in this act, as the case may be.
- (6) “Community development district” means a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.
- (7) “Compact, urban, mixed-use district” means a district located within a municipality and within a community redevelopment area created pursuant to s. 163.356, that consists of a maximum of 75 acres, and has development entitlements of at least 400,000 square feet of retail development and 500 residential units.
- (8) “Cost,” when used with reference to any project, includes, but is not limited to:
 - (a) The expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction.
 - (b) The cost of surveys, estimates, plans, and specifications.
 - (c) The cost of improvements.
 - (d) Engineering, fiscal, and legal expenses and charges.
 - (e) The cost of all labor, materials, machinery, and equipment.
 - (f) The cost of all lands, properties, rights, easements, and franchises acquired.
 - (g) Financing charges.
 - (h) The creation of initial reserve and debt service funds.
 - (i) Working capital.

- (j) Interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the board may determine.
- (k) The cost of issuance of bonds pursuant to this act, including advertisements and printing.
- (l) The cost of any election held pursuant to this act and all other expenses of issuance of bonds.
- (m) The discount, if any, on the sale or exchange of bonds.
- (n) Administrative expenses.
- (o) Such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of any project or to the financing thereof, or to the development of any lands within the district.
- (p) Payments, contributions, dedications, fair share or concurrency obligations, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any district purpose.
- (9) "District" means the community development district.
- (10) "District manager" means the manager of the district.
- (11) "District roads" means highways, streets, roads, alleys, sidewalks, landscaping, storm drains, bridges, and thoroughfares of all kinds and descriptions.
- (12) "Elector" means a landowner or qualified elector.
- (13) "General obligation bonds" means bonds which are secured by, or provide for their payment by, the pledge, in addition to those special taxes levied for their discharge and such other sources as may be provided for their payment or pledged as security under the resolution authorizing their issuance, of the full faith and credit and taxing power of the district and for payment of which recourse may be had against the general fund of the district.
- (14) "Landowner" means the owner of a freehold estate as appears by the deed record, including a trustee, a private corporation, and an owner of a condominium unit; it does not include a reversioner, remainderman, mortgagee, or any governmental entity, who shall not be counted and need not be notified of proceedings under this act. Landowner shall also mean the owner of a ground lease from a governmental entity, which leasehold interest has a remaining term, excluding all renewal options, in excess of 50 years.
- (15) "Local general-purpose government" means a county, municipality, or consolidated city-county government.
- (16) "Project" means any development, improvement, property, utility, facility, works, enterprise, or service now existing or hereafter undertaken or established under the provisions of this act.
- (17) "Qualified elector" means any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the district, and who registers to vote with the supervisor of elections in the county in which the district land is located.
- (18) "Refunding bonds" means bonds issued to refinance outstanding bonds of any type and the interest and redemption premium thereon. Refunding bonds shall be issuable and payable in the same manner as the refinanced bonds, except that no approval by the electorate shall be required unless required by the State Constitution.
- (19) "Revenue bonds" means obligations of the district which are payable from revenues derived from sources other than ad valorem taxes on real or tangible personal property and which do not pledge the property, credit, or general tax revenue of the district.
- (20) "Sewer system" means any plant, system, facility, or property, and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having

the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage, including, without limitation, industrial wastes resulting from any process of industry, manufacture, trade, or business or from the development of any natural resource. Without limiting the generality of the foregoing, the term "sewer system" includes treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment; all sewer mains, laterals, and other devices for the reception and collection of sewage from premises connected therewith; and all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such system and necessary or convenient for operation thereof.

(21) "Water management and control facilities" means any lakes, canals, ditches, reservoirs, dams, levees, sluiceways, floodways, curbs, gutters, pumping stations, or any other works, structures, or facilities for the conservation, control, development, utilization, and disposal of water, and any purposes appurtenant, necessary, or incidental thereto. The term "water management and control facilities" includes all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such water management and control facilities or necessary or convenient for the acquisition, construction, reconstruction, operation, or maintenance thereof.

(22) "Water system" means any plant, system, facility, or property and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sources, treatment, or purification and distribution of water. Without limiting the generality of the foregoing, the term "water system" includes dams, reservoirs, storage, tanks, mains, lines, valves, hydrants, pumping stations, chilled water distribution systems, laterals, and pipes for the purpose of carrying water to the premises connected with such system, and all rights, easements, and franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

History.—s. 2, ch. 80-407; s. 2, ch. 84-360; s. 10, ch. 87-363; s. 2, ch. 91-308; s. 33, ch. 2000-364; s. 1, ch. 2007-160; s. 1, ch. 2009-142.

190.004 Preemption; sole authority.—

(1) This act constitutes the sole authorization for the future establishment of independent community development districts which have any of the specialized functions and powers provided by this act.

(2) The adoption of chapter 84-360, Laws of Florida, does not affect the validity of the establishment of any community development district or other special district existing on June 29, 1984; and existing community development districts will be subject to the provisions of chapter 190, as amended. All actions taken prior to July 1, 2000, by a community development district existing on June 29, 1984, if taken pursuant to the authority contained in chapter 80-407, Laws of Florida, or this chapter are hereby deemed to have adequate statutory authority. Nothing herein shall affect the validity of any outstanding indebtedness of a community development district established prior to June 29, 1984, and such district is hereby authorized to continue to comply with all terms and requirements of trust indentures or loan agreements relating to such outstanding indebtedness.

(3) The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances,

or regulations of the applicable local general-purpose government.

(4) The exclusive charter for a community development district shall be the uniform community development district charter as set forth in ss. 190.006-190.041, including the special powers provided by s. 190.012.

History.—s. 2, ch. 80-407; s. 3, ch. 84-360; s. 27, ch. 85-55; s. 34, ch. 87-224; s. 34, ch. 99-378; s. 9, ch. 2000-304; s. 39, ch. 2011-139.

190.005 Establishment of district.—

(1) The exclusive and uniform method for the establishment of a community development district with a size of 2,500 acres or more shall be pursuant to a rule, adopted under chapter 120 by the Florida Land and Water Adjudicatory Commission, granting a petition for the establishment of a community development district.

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the Florida Land and Water Adjudicatory Commission. The petition shall contain:

1. A metes and bounds description of the external boundaries of the district. Any real property within the external boundaries of the district which is to be excluded from the district shall be specifically described, and the last known address of all owners of such real property shall be listed. The petition shall also address the impact of the proposed district on any real property within the external boundaries of the district which is to be excluded from the district.

2. The written consent to the establishment of the district by all landowners whose real property is to be included in the district or documentation demonstrating that the petitioner has control by deed, trust agreement, contract, or option of 100 percent of the real property to be included in the district, and when real property to be included in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), the written consent by such governmental entity.

3. A designation of five persons to be the initial members of the board of supervisors, who shall serve in that office until replaced by elected members as provided in s. 190.006.

4. The proposed name of the district.

5. A map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence.

6. Based upon available data, the proposed timetable for construction of the district services and the estimated cost of constructing the proposed services. These estimates shall be submitted in good faith but are not binding and may be subject to change.

7. A designation of the future general distribution, location, and extent of public and private uses of land proposed for the area within the district by the future land use plan element of the effective local government comprehensive plan of which all mandatory elements have been adopted by the applicable general-purpose local government in compliance with the Community Planning Act.

8. A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.

(b) Prior to filing the petition, the petitioner shall:

1. Pay a filing fee of \$15,000 to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of the land within, the external boundaries of the district.

2. Submit a copy of the petition to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of, the land within the external boundaries of the district.

3. If land to be included within a district is located partially within the unincorporated area of one or more

counties and partially within a municipality or within two or more municipalities, pay a \$15,000 filing fee to each entity. Districts established across county boundaries shall be required to maintain records, hold meetings and hearings, and publish notices only in the county where the majority of the acreage within the district lies.

(c) Such county and each such municipality required by law to receive a petition may conduct a public hearing to consider the relationship of the petition to the factors specified in paragraph (e). The public hearing shall be concluded within 45 days after the date the petition is filed unless an extension of time is requested by the petitioner and granted by the county or municipality. The county or municipality holding such public hearing may by resolution express its support of, or objection to the granting of, the petition by the Florida Land and Water Adjudicatory Commission. A resolution must base any objection to the granting of the petition upon the factors specified in paragraph (e). Such county or municipality may present its resolution of support or objection at the Florida Land and Water Adjudicatory Commission hearing and shall be afforded an opportunity to present relevant information in support of its resolution.

(d) A local public hearing on the petition shall be conducted by a hearing officer in conformance with the applicable requirements and procedures of the Administrative Procedure Act. The hearing shall include oral and written comments on the petition pertinent to the factors specified in paragraph (e). The hearing shall be held at an accessible location in the county in which the community development district is to be located. The petitioner shall cause a notice of the hearing to be published in a newspaper at least once a week for the 4 successive weeks immediately prior to the hearing. Such notice shall give the time and place for the hearing, a description of the area to be included in the district, which description shall include a map showing clearly the area to be covered by the district, and any other relevant information which the establishing governing bodies may require. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper of general paid circulation in the county and of general interest and readership in the community, not one of limited subject matter, pursuant to chapter 50. Whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the community is published fewer than 5 days a week. In addition to being published in the newspaper, the map referenced above must be part of the online advertisement required pursuant to s. 50.0211. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the petition.

(e) The Florida Land and Water Adjudicatory Commission shall consider the entire record of the local hearing, the transcript of the hearing, resolutions adopted by local general-purpose governments as provided in paragraph (c), and the following factors and make a determination to grant or deny a petition for the establishment of a community development district:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

(f) The Florida Land and Water Adjudicatory Commission shall not adopt any rule which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041, except as provided in s. 190.012. A rule establishing a community development district shall only contain the following:

1. A metes and bounds description of the external boundaries of the district and any real property within the external boundaries of the district which is to be excluded.
2. The names of five persons designated to be the initial members of the board of supervisors.
3. The name of the district.

(g) The Florida Land and Water Adjudicatory Commission may adopt rules setting forth its procedures for considering petitions to establish, expand, modify, or delete uniform community development districts or portions thereof consistent with the provisions of this section.

(2) The exclusive and uniform method for the establishment of a community development district of less than 2,500 acres in size or a community development district of up to 7,000 acres in size located within a connected-city corridor established pursuant to s. 163.3246(13) shall be pursuant to an ordinance adopted by the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located granting a petition for the establishment of a community development district as follows:

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the county commission. The petition shall contain the same information as required in paragraph (1)(a).

(b) A public hearing on the petition shall be conducted by the county commission in accordance with the requirements and procedures of paragraph (1)(d).

(c) The county commission shall consider the record of the public hearing and the factors set forth in paragraph (1)(e) in making its determination to grant or deny a petition for the establishment of a community development district.

(d) The county commission may not adopt any ordinance which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041. An ordinance establishing a community development district shall only include the matters provided for in paragraph (1)(f) unless the commission consents to any of the optional powers under s. 190.012(2) at the request of the petitioner.

(e) If all of the land in the area for the proposed district is within the territorial jurisdiction of a municipal corporation, then the petition requesting establishment of a community development district under this act shall be filed by the petitioner with that particular municipal corporation. In such event, the duties of the county, hereinabove described, in action upon the petition shall be the duties of the municipal corporation. If any of the land area of a proposed district is within the land area of a municipality, the county commission may not create the district without municipal approval. If all of the land in the area for the proposed district, even if less than 2,500 acres, is within the territorial jurisdiction of two or more municipalities or two or more counties, except for proposed districts within a connected-city corridor established pursuant to s. 163.3246(13), the petition shall be filed with the Florida Land and Water Adjudicatory Commission and proceed in accordance with subsection (1).

(f) Notwithstanding any other provision of this subsection, within 90 days after a petition for the establishment of a community development district has been filed pursuant to this subsection, the governing body of the county or municipal corporation may transfer the petition to the Florida Land and Water Adjudicatory Commission, which shall make the determination to grant or deny the petition as provided in subsection (1). A county or municipal corporation shall have no right or power to grant or deny a petition that has been transferred to the Florida Land and Water Adjudicatory Commission.

(3) The governing body of any existing special district, created to provide one or more of the public improvements and community facilities authorized by this act, may petition for reestablishment of the existing district as a community development district pursuant to this act. The petition shall contain the information specified in subparagraphs (1)(a)1., 3., 4., 5., 6., and 7. and shall not require payment of a fee pursuant to paragraph (1)(b). In such case, the new district so formed shall assume the existing obligations, indebtedness, and guarantees of indebtedness of the district so subsumed, and the existing district shall be terminated.

History.—s. 2, ch. 80-407; ss. 4, 5, ch. 84-360; s. 28, ch. 85-55; s. 35, ch. 87-224; s. 34, ch. 96-410; s. 6, ch. 98-146; s. 35, ch. 99-378; s. 34, ch. 2000-364; s. 2, ch. 2007-160; s. 33, ch. 2008-4; s. 4, ch. 2009-142; s. 40, ch. 2011-139; s. 6, ch. 2012-212; s. 13, ch. 2015-30; s. 1, ch. 2016-94; s. 10, ch. 2018-158.

190.006 Board of supervisors; members and meetings.—

(1) The board of the district shall exercise the powers granted to the district pursuant to this act. The board shall consist of five members; except as otherwise provided herein, each member shall hold office for a term of 2 years or 4 years, as provided in this section, and until a successor is chosen and qualifies. The members of the board must be residents of the state and citizens of the United States.

(2)(a) Within 90 days following the effective date of the rule or ordinance establishing the district, there shall be held a meeting of the landowners of the district for the purpose of electing five supervisors for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper which is in general circulation in the area of the district, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

(b) At such meeting, 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 person to be elected. A landowner may vote in person or by proxy in writing. 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 need not be notarized. A fraction of an acre shall be treated as 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. 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. The two candidates receiving the highest number of votes shall be elected for a period of 4 years, and the three candidates receiving the next largest number of votes shall be elected for a period of 2 years, with the term of office for each successful candidate commencing upon election. The members of the first board elected by landowners shall serve their respective 4-year or 2-year terms; however, the next election by landowners shall be held on the first Tuesday in November. Thereafter, there shall be an election of supervisors for the district every 2 years in November on a date established by the board and noticed pursuant to paragraph (a). The second and subsequent landowners' election shall be announced at a public meeting of the board at least 90 days prior to the date of the landowners' meeting and shall also be noticed pursuant to paragraph (a). Instructions on how all landowners may participate in the election, along with sample proxies, shall be provided during the board meeting that announces the landowners' meeting. The two candidates receiving the highest number of votes shall be elected to serve for a

4-year period, and the remaining candidate elected shall serve for a 2-year period.

(3)(a)1. If the board proposes to exercise the ad valorem taxing power authorized by s. 190.021, the district board shall call an election at which the members of the board of supervisors will be elected. Such election shall be held in conjunction with a primary or general election unless the district bears the cost of a special election. Each member shall be elected by the qualified electors of the district for a term of 4 years, except that, at the first such election, three members shall be elected for a period of 4 years and two members shall be elected for a period of 2 years. All elected board members must be qualified electors of the district.

2.a. Regardless of whether a district has proposed to levy ad valorem taxes, commencing 6 years after the initial appointment of members or, for a district exceeding 5,000 acres in area or for a compact, urban, mixed-use district, 10 years after the initial appointment of members, the position of each member whose term has expired shall be filled by a qualified elector of the district, elected by the qualified electors of the district. However, for those districts established after June 21, 1991, and for those existing districts established after December 31, 1983, which have less than 50 qualified electors on June 21, 1991, sub-subparagraphs b. and d. shall apply. If, in the 6th year after the initial appointment of members, or 10 years after such initial appointment for districts exceeding 5,000 acres in area or for a compact, urban, mixed-use district, there are not at least 250 qualified electors in the district, or for a district exceeding 5,000 acres or for a compact, urban, mixed-use district, there are not at least 500 qualified electors, members of the board shall continue to be elected by landowners.

b. After the 6th or 10th year, once a district reaches 250 or 500 qualified electors, respectively, then the positions of two board members whose terms are expiring shall be filled by qualified electors of the district, elected by the qualified electors of the district for 4-year terms. The remaining board member whose term is expiring shall be elected for a 4-year term by the landowners and is not required to be a qualified elector. Thereafter, as terms expire, board members shall be qualified electors elected by qualified electors of the district for a term of 4 years.

c. Once a district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. The board shall adopt a resolution if necessary to implement this requirement when the board determines the number of qualified electors as required by sub-subparagraph d., to extend or reduce the terms of current board members.

d. On or before June 1 of each year, the board shall determine the number of qualified electors in the district as of the immediately preceding April 15. The board shall use and rely upon the official records maintained by the supervisor of elections and property appraiser or tax collector in each county in making this determination. Such determination shall be made at a properly noticed meeting of the board and shall become a part of the official minutes of the district.

(b) Elections of board members by qualified electors held pursuant to this subsection shall be nonpartisan and shall be conducted in the manner prescribed by law for holding general elections. The district shall publish a notice of the qualifying period set by the supervisor of elections for each election at least 2 weeks prior to the start of the qualifying period. Board members shall assume the office on the second Tuesday following their election. If no elector qualifies for a seat to be filled in an election, a vacancy in that seat shall be declared by the board effective on the second Tuesday following the election. Within 90 days thereafter, the board shall appoint a qualified elector to fill the vacancy. Until such appointment, the incumbent board member in that seat shall remain in office.

(c) Candidates seeking election to office by qualified electors under this subsection shall conduct their

campaigns in accordance with the provisions of chapter 106 and shall file qualifying papers and qualify for individual seats in accordance with s. 99.061.

(d) The supervisor of elections shall appoint the inspectors and clerks of elections, prepare and furnish the ballots, designate polling places, and canvass the returns of the election of board members by qualified electors. The county canvassing board shall declare and certify the results of the election.

(4) Members of the board shall be known as supervisors and, upon entering into office, shall take and subscribe to the oath of office as prescribed by s. 876.05. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill the vacancy by an appointment for the remainder of the unexpired term.

(5) A majority of the members of the board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the district shall be upon a vote of a majority of the members present unless general law or a rule of the district requires a greater number.

(6) As soon as practicable after each election or appointment, the board shall organize by electing one of its members as chair and by electing a secretary, who need not be a member of the board, and such other officers as the board may deem necessary.

(7) The board shall keep a permanent record book entitled "Record of Proceedings of (name of district) Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119. The record book shall be kept at the office or other regular place of business maintained by the board in the county or municipality in which the district is located or within the boundaries of a development of regional impact or Florida Quality Development, or combination of a development of regional impact and Florida Quality Development, which includes the district.

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the board of supervisors, not to exceed \$4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

(9) All meetings of the board shall be open to the public and governed by the provisions of chapter 286.

History.—s. 2, ch. 80-407; s. 6, ch. 84-360; s. 23, ch. 85-80; s. 3, ch. 91-308; s. 962, ch. 95-147; s. 36, ch. 99-378; s. 19, ch. 2000-158; s. 35, ch. 2004-345; s. 32, ch. 2004-353; s. 3, ch. 2007-160; s. 33, ch. 2008-95; s. 2, ch. 2009-142.

190.007 Board of supervisors; general duties.—

(1) The board shall employ, and fix the compensation of, a district manager. The district manager shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board. It shall not be a conflict of interest under chapter 112 for a board member or the district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board.

(2) The board shall designate a person who is a resident of the state as treasurer of the district, who shall have

charge of the funds of the district. Such funds shall be disbursed only upon the order, or pursuant to the resolution, of the board by warrant or check countersigned by the treasurer and by such other person as may be authorized by the board. The board may give the treasurer such other or additional powers and duties as the board may deem appropriate and may fix his or her compensation. The board may require the treasurer to give a bond in such amount, on such terms, and with such sureties as may be deemed satisfactory to the board to secure the performance by the treasurer of his or her powers and duties. The financial records of the board shall be audited by an independent certified public accountant at least once a year.

(3) The board is authorized to select as a depository for its funds any qualified public depository as defined in s. 280.02 which meets all the requirements of chapter 280 and has been designated by the Chief Financial Officer as a qualified public depository, upon such terms and conditions as to the payment of interest by such depository upon the funds so deposited as the board may deem just and reasonable.

History.—s. 2, ch. 80-407; s. 7, ch. 84-360; s. 32, ch. 86-191; s. 963, ch. 95-147; s. 170, ch. 2003-261; s. 4, ch. 2007-160.

190.008 Budget; reports and reviews.—

(1) The district shall provide financial reports in such form and such manner as prescribed pursuant to this chapter and chapter 218.

(2)(a) On or before each June 15, the district manager shall prepare a proposed budget for the ensuing fiscal year to be submitted to the board for board approval. The proposed budget shall include at the direction of the board an estimate of all necessary expenditures of the district for the ensuing fiscal year and an estimate of income to the district from the taxes, assessments, and other revenues provided in this act. The board shall consider the proposed budget item by item and may either approve the budget as proposed by the district manager or modify the same in part or in whole. The board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for 2 consecutive weeks, except that the first publication shall be not fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary. At the conclusion of the budget hearing, the board shall, by resolution, adopt the budget as finally approved by the board. The budget shall be adopted prior to October 1 of each year.

(b) At least 60 days prior to adoption, the district board shall submit to the local governing authorities having jurisdiction over the area included in the district, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year and any proposed long-term financial plan or program of the district for future operations.

(c) The local governing authorities may review the proposed annual budget and any long-term financial plan or program and may submit written comments to the board for its assistance and information in adopting its annual budget and long-term financial plan or program.

History.—s. 2, ch. 80-407; s. 5, ch. 2007-160.

190.009 Disclosure of public financing.—

(1) The district shall take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. Such information shall be made available to all existing residents, and to all prospective residents, of the district. The district shall furnish each developer of a residential development within the district with sufficient copies of that information to

provide each prospective initial purchaser of property in that development with a copy, and any developer of a residential development within the district, when required by law to provide a public offering statement, shall include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The district shall file the disclosure documents required by this subsection and any amendments thereto in the property records of each county in which the district is located.

(2) The Department of Economic Opportunity shall keep a current list of districts and their disclosures pursuant to this act and shall make such studies and reports and take such actions as it deems necessary.

History.—s. 2, ch. 80-407; s. 17, ch. 81-167; s. 15, ch. 83-55; s. 1, ch. 85-60; s. 2, ch. 90-46; s. 9, ch. 94-218; s. 37, ch. 99-378; s. 6, ch. 2007-160; s. 10, ch. 2008-240; s. 70, ch. 2011-142.

190.011 General powers.—The district shall have, and the body may exercise, the following powers:

(1) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.

(3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.

(4) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

(5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.

(6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.015(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.

(7)(a) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for any of the purposes authorized by this act.

(b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners pursuant to a contract with such governmental

entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

(8) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out any of the purposes authorized by this act.

(9) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.

(10) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.

(11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.

(12) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(13) To assess and impose upon lands in the district ad valorem taxes as provided by this act.

(14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.

(15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(16) To exercise such special powers as may be authorized by this act.

History.—s. 2, ch. 80-407; s. 8, ch. 84-360; s. 46, ch. 89-169; s. 4, ch. 91-308; s. 38, ch. 99-378; s. 1, ch. 2003-39; s. 7, ch. 2007-160; s. 5, ch. 2009-142; s. 69, ch. 2014-22.

190.012 Special powers; public improvements and community facilities.—The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation,

public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d)1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses,

(b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.

(c) School buildings and related structures and site improvements, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s. 715.07 for an owner or lessee of private property. The district's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the district's facility or property.

(e) Control and elimination of mosquitoes and other arthropods of public health importance.

(f) Waste collection and disposal.

(3) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.

(4)(a) To adopt rules necessary for the district to enforce certain deed restrictions pertaining to the use and operation of real property within the district and outside the district pursuant to an interlocal agreement under chapter 163 if within another district or, if not within another district, with the consent of the county or municipality in which the deed restriction enforcement is proposed to occur. For the purpose of this subsection, the term "deed restrictions" means those covenants, conditions, restrictions, compliance mechanisms, and enforcement remedies contained in any applicable declarations of covenants and restrictions that govern the use and operation of real property and, for which covenants, conditions, and restrictions, there is no homeowners' association or property owner's association having respective enforcement powers unless, with respect to a homeowners' association whose board is under member control, the association and the district agree in writing to enforcement by the district. The district may adopt by rule all or certain portions of the deed restrictions that:

1. Relate to limitations, prohibitions, compliance mechanisms, or enforcement remedies that apply only to external appearances or uses and are deemed by the district to be generally beneficial for the district's landowners and for which enforcement by the district is appropriate, as determined by the district's board of supervisors; or

2. Are consistent with the requirements of a development order or regulatory agency permit.

(b) The board may vote to adopt such rules only when all of the following conditions exist:

1. The district was in existence on the effective date of this subsection, or is located within a development that consists of multiple developments of regional impact and a Florida Quality Development.

2. For residential districts, the majority of the board has been elected by qualified electors pursuant to the provisions of s. 190.006.

3. For residential districts, less than 25 percent of residential units are in a homeowners' association.

4. The declarant in any applicable declarations of covenants and restrictions has provided the board with a written agreement that such rules may be adopted. A memorandum of the agreement shall be recorded in the public records.

(c) Within 60 days after such rules take effect, the district shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rules may be obtained. Districts may impose fines for violations of such rules and enforce such rules and fines in circuit court through injunctive relief.

(d) The owners of property located outside the boundary of the district shall elect an advisor to the district board pursuant to paragraph (e). The sole responsibilities of the district board advisor are to review enforcement actions proposed by the district board against properties located outside the district and make recommendations relating to those proposed actions. Before the district board may enforce its rules against any owner of property located outside the district, the district board shall request the district board advisor to make a recommendation on the proposed enforcement action. The district board advisor must render a recommendation within 30 days after receiving a request from the district board or is deemed to have no objection to the district board's proposed decision or action.

(e)1. Whenever an interlocal agreement is entered into pursuant to paragraph (a), a district board advisor seat shall be created for one elected landowner whose property is within the jurisdiction of the governmental entity entering into the interlocal agreement but not within the boundaries of the district. The district board advisor shall be elected by landowners whose land is subject to enforcement by the district but whose land is not within

the boundaries of the district. The district board advisor shall be elected for a 2-year term. The first election for a district board advisor shall be within 90 days after the effective date of the interlocal agreement between the district and the government entity.

2. The election of the district board advisor shall occur at a meeting of eligible landowners. The district shall publish notice of the meeting and election once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the parties to the interlocal agreement. The notice must include instructions on how all landowners may participate in the election and how to obtain a proxy form. The last day of publication may not be less than 14 days or more than 28 days before the date of the election. The landowners, when assembled at the meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

3. At the meeting, each landowner is entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. 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 need not be notarized. A fraction of an acre shall be treated as 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. The acreage of platted lots may not be aggregated for purposes of determining the number of voting units held by a landowner or a landowner's proxy.

4. If a vacancy occurs in the district advisor seat, a special landowner election shall be held within 60 days after the vacancy using the notice, proxy, and acreage voting provisions of this subsection.

History.—s. 2, ch. 80-407; s. 51, ch. 83-217; s. 9, ch. 84-360; s. 47, ch. 89-169; s. 8, ch. 93-51; s. 39, ch. 99-378; s. 15, ch. 2000-317; s. 47, ch. 2000-364; s. 33, ch. 2004-345; s. 30, ch. 2004-353; s. 8, ch. 2007-160; s. 9, ch. 2009-142; s. 2, ch. 2016-94; s. 11, ch. 2018-158.

190.0125 Purchase, privatization, or sale of water, sewer, or wastewater reuse utility by district.—No community development district may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility, until the governing body of the community development district has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the community development district shall consider, at a minimum, the following:

- (1) The most recent available income and expense statement for the utility;
- (2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;
- (3) A statement of the existing rate base of the utility for regulatory purposes;
- (4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;
- (5) The reasonableness of the purchase, sales, or wastewater facility privatization contract price and terms;
- (6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both

positive and negative;

(7)(a) Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the community development district or the entity purchasing the utility from the community development district;

(b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The community development district shall give significant weight to this criteria.

(8) The alternatives to the purchase, sale, or wastewater facility privatization contract and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made;

(9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the community development district or the entity purchasing the utility from the community development district;

(b) In the case of a wastewater facility privatization contract, the community development district shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract; and

(10) All moneys paid by a private firm to a community development district pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the community development district from using all or part of the moneys for the purpose of the community development district's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The community development district shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the community development district or the entity purchasing the utility from the community development district.

History.—s. 3, ch. 84-84; s. 9, ch. 93-51; s. 9, ch. 96-202.

190.013 Water management and control plan.—In the event that the board assumes the responsibility for providing water management and control for the district as provided in s. 190.012(1)(a) which is to be financed by benefit special assessments, the board shall proceed to adopt water management and control plans, assess for benefits, and apportion and levy special assessments, as follows:

(1) The board shall cause to be made by the district's engineer, or such other engineer or engineers as the board may employ for that purpose, complete and comprehensive water management and control plans for the lands located within the district that will be improved in any part or in whole by any system of facilities that may be outlined and adopted, and the engineer shall make a report in writing to the board with maps and profiles of said surveys and an estimate of the cost of carrying out and completing the plans.

(2) Upon the completion of such plans, the board shall hold a hearing thereon to hear objections thereto, shall give notice of the time and place fixed for such hearing by publication once each week for 2 consecutive weeks in a newspaper of general circulation in the general area of the district, and shall permit the inspection of the plan at

the office of the district by all persons interested. All objections to the plan shall be filed at or before the time fixed in the notice for the hearing and shall be in writing.

(3) After the hearing, the board shall consider the proposed plan and any objections thereto and may modify, reject, or adopt the plan or continue the hearing to a day certain for further consideration of the proposed plan or modifications thereof.

(4) When the board approves a plan, a resolution shall be adopted and a certified copy thereof shall be filed in the office of the secretary and incorporated by him or her into the records of the district.

(5) The water management and control plan may be altered in detail from time to time until the appraisal record herein provided is filed, but not in such manner as to affect materially the conditions of its adoption. After the appraisal record has been filed, no alteration of the plan shall be made, except as provided by this act.

(6) Within 20 days after the final adoption of the plan by the board, the board shall proceed pursuant to s. 298.301.

History.—s. 2, ch. 80-407; s. 5, ch. 91-308; s. 964, ch. 95-147; s. 26, ch. 97-40.

190.014 Issuance of bond anticipation notes.—In addition to the other powers provided for in this act, and not in limitation thereof, the district shall have the power, at any time, and from time to time after the issuance of any bonds of the district shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in such denomination or denominations, bear interest at such rate as the board may determine in compliance with s. 215.84, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may be exchanged for notes then outstanding on such terms as the board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such bonds; but in such event a like amount of the bonds authorized shall not be issued. Non-ad valorem assessments levied to pay interest on bond anticipation notes shall not constitute an installment of assessments under s. 190.022.

History.—s. 2, ch. 80-407; s. 9, ch. 83-215; s. 9, ch. 2007-160.

190.015 Short-term borrowing.—The district at any time may obtain loans, in such amount and on such terms and conditions as the board may approve, for the purpose of paying any of the expenses of the district or any costs incurred or that may be incurred in connection with any of the projects of the district, which loans shall bear such interest as the board may determine in compliance with s. 215.84, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the district may issue negotiable notes, warrants, or other evidences of debt to be payable at such times, to bear such interest as the board may determine in compliance with s. 215.84, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the board may deem advisable. The board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the district. The approval of the electors residing in the district shall not be necessary except when required by the State Constitution.

History.—s. 2, ch. 80-407; s. 80, ch. 81-259; s. 10, ch. 83-215.

190.016 Bonds.

(1) **SALE OF BONDS.**—Bonds may be sold in blocks or installments at different times, or an entire issue or series may be sold at one time. Bonds may be sold at public or private sale after such advertisement, if any, as the board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon. Bonds may be sold or exchanged for refunding bonds. Special assessment and revenue bonds may be delivered by the district as payment of the purchase price of any project or part thereof, or a combination of projects or parts thereof, or as the purchase price or exchange for any property, real, personal, or mixed, including franchises or services rendered by any contractor, engineer, or other person, all at one time or in blocks from time to time, in such manner and upon such terms as the board in its discretion shall determine. The price or prices for any bonds sold, exchanged, or delivered may be:

- (a) The money paid for the bonds;
- (b) The principal amount, plus accrued interest to the date of redemption or exchange, or outstanding obligations exchanged for refunding bonds; and
- (c) In the case of special assessment or revenue bonds, the amount of any indebtedness to contractors or other persons paid with such bonds, or the fair value of any properties exchanged for the bonds, as determined by the board.

(2) **AUTHORIZATION AND FORM OF BONDS.**—Any general obligation bonds, benefit bonds, or revenue bonds may be authorized by resolution or resolutions of the board which shall be adopted by a majority of all the members thereof then in office. Such resolution or resolutions may be adopted at the same meeting at which they are introduced and need not be published or posted. The board may, by resolution, authorize the issuance of bonds and fix the aggregate amount of bonds to be issued; the purpose or purposes for which the moneys derived therefrom shall be expended, including, but not limited to, payment of costs as defined in s. 190.003(8); the rate or rates of interest, in compliance with s. 215.84; the denomination of the bonds; whether or not the bonds are to be issued in one or more series; the date or dates of maturity, which shall not exceed 40 years from their respective dates of issuance; the medium of payment; the place or places within or without the state where payment shall be made; registration privileges; redemption terms and privileges, whether with or without premium; the manner of execution; the form of the bonds, including any interest coupons to be attached thereto; the manner of execution of bonds and coupons; and any and all other terms, covenants, and conditions thereof and the establishment of revenue or other funds. Such authorizing resolution or resolutions may further provide for the contracts authorized by s. 159.825(1)(f) and (g) regardless of the tax treatment of such bonds being authorized, subject to the finding by the board of a net saving to the district resulting by reason thereof. Such authorizing resolution may further provide that such bonds may be executed in accordance with the Registered Public Obligations Act, except that bonds not issued in registered form shall be valid if manually countersigned by an officer designated by appropriate resolution of the board. The seal of the district may be affixed, lithographed, engraved, or otherwise reproduced in facsimile on such bonds. In case any officer whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

(3) **INTERIM CERTIFICATES; REPLACEMENT CERTIFICATES.**—Pending the preparation of definitive bonds, the board may issue interim certificates or receipts or temporary bonds, in such form and with such provisions as the board may determine, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The board may also provide for the replacement of any bonds which become mutilated, lost, or

destroyed.

(4) **NEGOTIABILITY OF BONDS.**—Any bond issued under this act or any temporary bond, in the absence of an express recital on the face thereof that it is nonnegotiable, shall be fully negotiable and shall be and constitute a negotiable instrument within the meaning and for all purposes of the law merchant and the laws of the state.

(5) **DEFEASANCE.**—The board may make such provision with respect to the defeasance of the right, title, and interest of the holders of any of the bonds and obligations of the district in any revenues, funds, or other properties by which such bonds are secured as the board deems appropriate and, without limitation on the foregoing, may provide that when such bonds or obligations become due and payable or shall have been called for redemption and the whole amount of the principal and interest and premium, if any, due and payable upon the bonds or obligations then outstanding shall be held in trust for such purpose and provision shall also be made for paying all other sums payable in connection with such bonds or other obligations, then and in such event the right, title, and interest of the holders of the bonds in any revenues, funds, or other properties by which such bonds are secured shall thereupon cease, terminate, and become void; and the board may apply any surplus in any sinking fund established in connection with such bonds or obligations and all balances remaining in all other funds or accounts other than money held for the redemption or payment of the bonds or other obligations to any lawful purpose of the district as the board shall determine.

(6) **ISSUANCE OF ADDITIONAL BONDS.**—If the proceeds of any bonds are less than the cost of completing the project in connection with which such bonds were issued, the board may authorize the issuance of additional bonds, upon such terms and conditions as the board may provide in the resolution authorizing the issuance thereof, but only in compliance with the resolution or other proceedings authorizing the issuance of the original bonds.

(7) **REFUNDING BONDS.**—The district shall have the power to issue bonds to provide for the retirement or refunding of any bonds or obligations of the district that at the time of such issuance are or subsequently thereto become due and payable, or that at the time of issuance have been called or are or will be subject to call for redemption within 10 years thereafter, or the surrender of which can be procured from the holders thereof at prices satisfactory to the board. Refunding bonds may be issued at any time when in the judgment of the board such issuance will be advantageous to the district. No approval of the qualified electors residing in the district shall be required for the issuance of refunding bonds except in cases in which such approval is required by the State Constitution. The board may by resolution confer upon the holders of such refunding bonds all rights, powers, and remedies to which the holders would be entitled if they continued to be the owners and had possession of the bonds for the refinancing of which such refunding bonds are issued, including, but not limited to, the preservation of the lien of such bonds on the revenues of any project or on pledged funds, without extinguishment, impairment, or diminution thereof. The provisions of this act pertaining to bonds of the district shall, unless the context otherwise requires, govern the issuance of refunding bonds, the form and other details thereof, the rights of the holders thereof, and the duties of the board with respect to them.

(8) **REVENUE BONDS.**—

(a) The district shall have the power to issue revenue bonds from time to time without limitation as to amount. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the district; from special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the district, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the district.

(b) Any two or more projects may be combined and consolidated into a single project and may hereafter be operated and maintained as a single project. The revenue bonds authorized herein may be issued to finance any one or more of such projects, regardless of whether or not such projects have been combined and consolidated into a single project. If the board deems it advisable, the proceedings authorizing such revenue bonds may provide that the district may thereafter combine the projects then being financed or theretofore financed with other projects to be subsequently financed by the district and that revenue bonds to be thereafter issued by the district shall be on parity with the revenue bonds then being issued, all on such terms, conditions, and limitations as shall have been provided in the proceeding which authorized the original bonds.

(9) GENERAL OBLIGATION BONDS.—

(a) The district shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of 35 percent of the assessed value of the taxable property within the district as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the district is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the bonds are issued to finance or refinance a capital project and the issuance has been approved at an election held in accordance with the requirements for such election as prescribed by the State Constitution. Such elections shall be called to be held in the district by the board of county commissioners of the county upon the request of the board of the district. The expenses of calling and holding an election shall be at the expense of the district, and the district shall reimburse the county for any expenses incurred in calling or holding such election.

(b) The district may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve funds provided therefor and may unconditionally and irrevocably pledge itself to levy ad valorem taxes on all taxable property in the district, to the extent necessary for the payment thereof, without limitations as to rate or amount.

(c) If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the electors on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one or more capital projects shall not defeat the approval of bonds for any capital project which has been approved by the electors.

(d) In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to paragraph (a), there shall not be included any general obligation bonds which are additionally secured by the pledge of:

1. Special assessments levied in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured, which assessments have been equalized and confirmed by resolution or ordinance of the board pursuant to s. 170.08.

2. Water revenues, sewer revenues, or water and sewer revenues of the district to be derived from user fees in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured.

3. Any combination of assessments and revenues described in subparagraphs 1. and 2.

(10) BONDS AS LEGAL INVESTMENT OR SECURITY.—

(a) Notwithstanding any provisions of any other law to the contrary, all bonds issued under the provisions of this act shall constitute legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries and for any board, body, agency, instrumentality, county, municipality, or other political subdivision of the state and shall be and constitute security which may be deposited by banks or trust companies as security for deposits of state, county, municipal, or other

public funds or by insurance companies as required or voluntary statutory deposits.

(b) Any bonds issued by the district shall be incontestable in the hands of bona fide purchasers or holders for value and shall not be invalid because of any irregularity or defect in the proceedings for the issue and sale thereof.

(11) COVENANTS.—Any resolution authorizing the issuance of bonds may contain such covenants as the board may deem advisable, and all such covenants shall constitute valid and legally binding and enforceable contracts between the district and the bondholders, regardless of the time of issuance thereof. Such covenants may include, without limitation, covenants concerning the disposition of the bond proceeds; the use and disposition of project revenues; the pledging of revenues, taxes, and assessments; the obligations of the district with respect to the operation of the project and the maintenance of adequate project revenues; the issuance of additional bonds; the appointment, powers, and duties of trustees and receivers; the acquisition of outstanding bonds and obligations; restrictions on the establishing of competing projects or facilities; restrictions on the sale or disposal of the assets and property of the district; the priority of assessment liens; the priority of claims by bondholders on the taxing power of the district; the maintenance of deposits to assure the payment of revenues by users of district facilities and services; the discontinuance of district services by reason of delinquent payments; acceleration upon default; the execution of necessary instruments; the procedure for amending or abrogating covenants with the bondholders; and such other covenants as may be deemed necessary or desirable for the security of the bondholders.

(12) VALIDATION PROCEEDINGS.—The power of the district to issue bonds under the provisions of this act may be determined, and any of the bonds of the district maturing over a period of more than 5 years shall be validated and confirmed, by court decree, under the provisions of chapter 75 and laws amendatory thereof or supplementary thereto.

(13) ACT FURNISHES FULL AUTHORITY FOR ISSUANCE OF BONDS.—This act constitutes full and complete authority for the issuance of bonds and the exercise of the powers of the district provided herein. No procedures or proceedings, publications, notices, consents, approvals, orders, acts, or things by the board, or any board, officers, commission, department, agency, or instrumentality of the district, other than those required by this act, shall be required to perform anything under this act, except that the issuance or sale of bonds pursuant to the provisions of this act shall comply with the general law requirements applicable to the issuance or sale of bonds by the district. Nothing in this act shall be construed to authorize the district to utilize bond proceeds to fund the ongoing operations of the district.

(14) PLEDGE BY THE STATE TO THE BONDHOLDERS OF THE DISTRICT.—The state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to own, acquire, construct, reconstruct, improve, maintain, operate, or furnish the projects or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for herein and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

(15) DEFAULT.—A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state.

History.—s. 2, ch. 80-407; s. 11, ch. 83-215; s. 10, ch. 84-360; s. 24, ch. 85-80; s. 6, ch. 91-308; s. 965, ch. 95-147; s. 8, ch. 98-47; s. 6, ch. 2009-142.

190.017 Trust agreements.—Any issue of bonds shall be secured by a trust agreement by and between the district and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust

company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the district and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of the district in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state which may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the district. Such resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to which such trust agreement pertains.

History.—s. 2, ch. 80-407.

190.021 Taxes; non-ad valorem assessments.—

(1) AD VALOREM TAXES.—An elected board shall have the power to levy and assess an ad valorem tax on all the taxable property in the district to construct, operate, and maintain assessable improvements; to pay the principal of, and interest on, any general obligation bonds of the district; and to provide for any sinking or other funds established in connection with any such bonds. An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, shall not exceed 3 mills, except that a district authorized by a local general-purpose government to exercise one or more powers specified in s. 190.012(2) may levy an additional 2 mills for operating purposes, exclusive of debt service on bonds. The ad valorem tax provided for herein shall be in addition to county and all other ad valorem taxes provided for by law. Such tax shall be assessed, levied, and collected in the same manner and same time as county taxes. The levy of ad valorem taxes shall be approved by referendum when required by the State Constitution.

(2) BENEFIT SPECIAL ASSESSMENTS.—The board shall annually determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance district facilities and projects which are levied under this act. These assessments may be due and collected during each year that county taxes are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the property appraiser by the board not later than August 31 of each year, and such assessment shall be entered by the property appraiser on the county tax rolls, and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds thereof shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.363 or s. 197.3632 for collecting and enforcing these assessments. Notice of the proposed amount of the assessment pursuant to s. 200.069 that includes the date and time of the hearing may be used in lieu of the notice provisions of s. 197.3632(4)(b). These benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the assessment for the exercise of the district's powers under ss. 190.011 and 190.012 shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be part or all of the

lands within the district benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land.

(3) **MAINTENANCE SPECIAL ASSESSMENTS.**—To maintain and preserve the facilities and projects of the district, the board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the property appraiser by the board of supervisors not later than August 31 of each year and shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds therefrom shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.363 or s. 197.3632 for collecting and enforcing these assessments. Notice of the proposed amount of the assessment pursuant to s. 200.069 that includes the date and time of the hearing may be used in lieu of the notice provisions of s. 197.3632(4)(b). These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the maintenance special assessment for the exercise of the district's powers under ss. 190.011 and 190.012 shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be all of the lands within the district benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.

(4) **ENFORCEMENT OF TAXES.**—The collection and enforcement of all taxes levied by the district shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes; the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes; the redemption thereof; the issuance to individuals of tax deeds based thereon; and all other procedures in connection therewith shall be applicable to the district to the same extent as if such statutory provisions were expressly set forth herein. All taxes shall be subject to the same discounts as county taxes.

(5) **WHEN UNPAID TAX IS DELINQUENT; PENALTY.**—All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as county taxes.

(6) **TAX EXEMPTION.**—All bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the district from the projects provided by this act are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by chapter 220. Further, districts are not exempt from the provisions of chapter 212.

(7) **TRANSITIONAL PROVISIONS.**—Nothing in this act shall be deemed to affect any benefit tax, maintenance tax, non-ad valorem assessment, ad valorem tax, or special assessment imposed by a community development district as of June 21, 1991. Nothing in this act shall be construed to affect any tax or assessment pledged to secure or authorized pursuant to a trust indenture under this chapter, and the district imposing such tax or assessment is hereby authorized to impose such tax or assessment under the terms required by the trust indenture. The terms benefit taxes or maintenance taxes used in this chapter prior to June 21, 1991, are redesignated as benefit or maintenance special assessments pursuant to this act, and such terms may be used interchangeably under the terms of an existing trust indenture.

(8) **STATUS OF ASSESSMENTS.**—Benefit special assessments, maintenance special assessments, and special assessments are non-ad valorem assessments as defined by s. 197.3632.

(9) **ASSESSMENTS CONSTITUTE LIENS; COLLECTION.**—Benefit special assessments and maintenance special assessments authorized by this section, and special assessments authorized by s. 190.022 and chapter 170, shall

constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These non-ad valorem assessments may be collected, at the district's discretion, by the tax collector pursuant to the provisions of s. 197.363 or s. 197.3632, or in accordance with other collection measures provided by law.

(10) **LAND OWNED BY GOVERNMENTAL ENTITY.**—Except as otherwise provided by law, no levy of ad valorem taxes or non-ad valorem assessments under this chapter, or chapter 170, chapter 197, or otherwise, by a board of a district on property of a governmental entity that is subject to a ground lease as described in s. 190.003(14), shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

History.—s. 2, ch. 80-407; s. 11, ch. 84-360; s. 48, ch. 89-169; s. 7, ch. 91-308; s. 40, ch. 99-378; s. 35, ch. 2000-364; s. 10, ch. 2007-160; s. 7, ch. 2009-142.

190.022 Special assessments.—

(1) The board may levy special assessments for the construction, reconstruction, acquisition, or maintenance of district facilities authorized under this chapter using the procedures for levy and collection provided in chapter 170 or chapter 197.

(2) Notwithstanding the provisions of s. 170.09, district assessments may be made payable in no more than 30 yearly installments.

History.—s. 2, ch. 80-407; s. 12, ch. 84-360; s. 8, ch. 91-308; s. 41, ch. 99-378.

190.023 Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds.—

(1) The board may, after any assessments for assessable improvements are made, determined, and confirmed as provided in s. 190.022, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be; and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvement for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The board may determine the interest to be borne by such certificates, in compliance with s. 215.84, and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.

(2) The district may also issue assessment bonds or other obligations payable from a special fund into which such certificates of indebtedness referred to in the preceding subsection may be deposited; or, if such certificates of indebtedness have not been issued, the district may assign to such special fund for the benefit of the holders of such assessment bonds or other obligations, or to a trustee for such bondholders, the assessment liens provided for in this act unless such certificates of indebtedness or assessment liens have been theretofore pledged for any bonds or other obligations authorized hereunder. In the event of the creation of such special fund and the issuance of such assessment bonds or other obligations, the proceeds of such certificates of indebtedness or assessment liens deposited therein shall be used only for the payment of the assessment bonds or other obligations issued as provided in this section. The district is authorized to covenant with the holders of such assessment bonds or other obligations that it will diligently and faithfully enforce and collect all the special assessments and interest and

penalties thereon for which such certificates of indebtedness or assessment liens have been deposited in or assigned to such fund; to foreclose such assessment liens so assigned to such special fund or represented by the certificates of indebtedness deposited in the special fund, after such assessment liens have become delinquent, and deposit the proceeds derived from such foreclosure, including interest and penalties, in such special fund; and to make any other covenants deemed necessary or advisable in order to properly secure the holders of such assessment bonds or other obligations.

(3) The assessment bonds or other obligations issued pursuant to this section shall have such dates of issue and maturity as shall be deemed advisable by the board; however, the maturities of such assessment bonds or other obligations shall not be more than 2 years after the due date of the last installment which will be payable on any of the special assessments for which such assessment liens, or the certificates of indebtedness representing such assessment liens, are assigned to or deposited in such special fund.

(4) Such assessment bonds or other obligations issued under this section shall bear such interest as the board may determine, not to exceed a rate which is in compliance with s. 215.84, and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner and be subject to all of the applicable provisions contained in this act for revenue bonds, except as the same may be inconsistent with the provisions of this section.

(5) All assessment bonds or other obligations issued under the provisions of this act, except certificates of indebtedness issued against separate lots or parcels of land or property as provided in this section, shall be and constitute and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.

History.—s. 2, ch. 80-407; s. 81, ch. 81-259; s. 12, ch. 83-215.

190.024 Tax liens.—All taxes of the district provided for in this act, together with all penalties for default in the payment of the same and all costs in collecting the same, including a reasonable attorney's fee fixed by the court and taxed as a cost in the action brought to enforce payment, shall, from January 1 for each year the property is liable to assessment and until paid, constitute a lien of equal dignity with the liens for state and county taxes and other taxes of equal dignity with state and county taxes upon all the lands against which such taxes shall be levied. A sale of any of the real property within the district for state and county or other taxes shall not operate to relieve or release the property so sold from the lien for subsequent district taxes or installments of district taxes, which lien may be enforced against such property as though no such sale thereof had been made. The provisions of ss. 194.171, 197.122, 197.333, and 197.432 shall be applicable to district taxes with the same force and effect as if such provisions were expressly set forth in this act.

History.—s. 2, ch. 80-407; s. 33, ch. 82-226; s. 202, ch. 85-342; s. 27, ch. 95-280.

190.025 Payment of taxes and redemption of tax liens by the district; sharing in proceeds of tax sale.—

(1) The district has the right to:

(a) Pay any delinquent state, county, district, municipal, or other tax or assessment upon lands located wholly or partially within the boundaries of the district; and

(b) To redeem or purchase any tax sales certificates issued or sold on account of any state, county, district, municipal, or other taxes or assessments upon lands located wholly or partially within the boundaries of the district.

(2) Delinquent taxes paid, or tax sales certificates redeemed or purchased, by the district, together with all penalties for the default in payment of the same and all costs in collecting the same and a reasonable attorney's

fee, shall constitute a lien in favor of the district of equal dignity with the liens of state and county taxes and other taxes of equal dignity with state and county taxes upon all the real property against which the taxes were levied. The lien of the district may be foreclosed in the manner provided in this act.

(3) In any sale of land pursuant to s. 197.542 and amendments thereto, the district may certify to the clerk of the circuit court of the county holding such sale the amount of taxes due to the district upon the lands sought to be sold; and the district shall share in the disbursement of the sales proceeds in accordance with the provisions of this act and under the laws of the state.

History.—s. 2, ch. 80-407; s. 203, ch. 85-342.

190.026 Foreclosure of liens.—Any lien in favor of the district arising under this act may be foreclosed by the district by foreclosure proceedings in the name of the district in a court of competent jurisdiction as provided by general law in like manner as is provided in chapter 170 or chapter 173 and amendments thereto; the provisions of those chapters shall be applicable to such proceedings with the same force and effect as if those provisions were expressly set forth in this act. Any act required or authorized to be done by or on behalf of a municipality in foreclosure proceedings under chapter 170 or chapter 173 may be performed by such officer or agent of the district as the board of supervisors may designate. Such foreclosure proceedings may be brought at any time after the expiration of 1 year from the date any tax, or installment thereof, becomes delinquent; however no lien shall be foreclosed against any political subdivision or agency of the state. Other legal remedies shall remain available.

History.—s. 2, ch. 80-407; s. 11, ch. 2007-160.

190.031 Mandatory use of certain district facilities and services.—To the full extent permitted by law, the district shall require all lands, buildings, premises, persons, firms, and corporations within the district to use the water management and control facilities and water and sewer facilities of the district.

History.—s. 2, ch. 80-407.

190.033 Bids required.—

(1) No contract shall be let by the board for any goods, supplies, or materials to be purchased when the amount thereof to be paid by the district shall exceed the amount provided in s. 287.017 for category four, unless notice of bids or other competitive solicitation, including requests for proposals or qualifications, is advertised once in a newspaper in general circulation in the county and in the district. Any board seeking to construct or improve a public building, structure, or other public works shall comply with the bidding procedures of s. 255.20 and other applicable general law. In each case, the bid of the lowest responsive and responsible bidder shall be accepted unless all bids are rejected because the bids are too high, or the board determines it is in the best interests of the district to reject all bids. In each case in which requests for proposals, qualifications, or other competitive solicitations are used, the district shall determine which response is most advantageous for the district and award the contract to that proposer. The board may require the bidders or proposers to furnish bond with a responsible surety to be approved by the board. If the district does not receive a response to its competitive solicitation, the district may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the district. Nothing in this section shall prevent the board from undertaking and performing the construction, operation, and maintenance of any project or facility authorized by this act by the employment of labor, material, and machinery.

(2) The provisions of the Consultants' Competitive Negotiation Act, s. 287.055, apply to contracts for engineering, architecture, landscape architecture, or registered surveying and mapping services let by the board.

(3) Contracts for maintenance services for any district facility or project shall be subject to competitive

solicitation requirements when the amount thereof to be paid by the district exceeds the amount provided in s. 287.017 for category four. The district shall adopt rules, policies, or procedures establishing competitive solicitation procedures for maintenance services. Contracts for other services shall not be subject to competitive solicitation unless the district adopts a rule, policy, or procedure applying competitive solicitation procedures to said contracts.

History.—s. 2, ch. 80-407; s. 9, ch. 91-308; s. 113, ch. 94-119; s. 42, ch. 99-378; s. 12, ch. 2007-160.

190.035 Fees, rentals, and charges; procedure for adoption and modifications; minimum revenue requirements.

(1) The district is authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as “revenues,” and to revise the same from time to time, for the facilities and services furnished by the district, within the limits of the district, including, but not limited to, recreational facilities, water management and control facilities, and water and sewer systems; to recover the costs of making connection with any district facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent.

(2) No such rates, fees, rentals, or other charges for any of the facilities or services of the district shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other charges. Rates, fees, rentals, and other charges shall be adopted under the administrative rulemaking authority of the district, but shall not apply to district leases. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper in the county and of general circulation in the district at least once and at least 10 days prior to such public hearing. The rulemaking hearing may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially proposed or as modified or amended, may be finally adopted. A copy of the schedule or schedules of such rates, fees, rentals, or charges as finally adopted shall be kept on file in an office designated by the board and shall be open at all reasonable times to public inspection. The rates, fees, rentals, or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any notice or hearing.

(3) Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the number of average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis.

(4) The rates, fees, rentals, or other charges prescribed shall be such as will produce revenues, together with any other assessments, taxes, revenues, or funds available or pledged for such purpose, at least sufficient to provide for the items hereinafter listed, but not necessarily in the order stated:

- (a) To provide for all expenses of operation and maintenance of such facility or service;
- (b) To pay when due all bonds and interest thereon for the payment of which such revenues are, or shall have been, pledged or encumbered, including reserves for such purpose; and
- (c) To provide for any other funds which may be required under the resolution or resolutions authorizing the issuance of bonds pursuant to this act.

(5) The board shall have the power to enter into contracts for the use of the projects of the district and with

respect to the services and facilities furnished or to be furnished by the district.

History.—s. 2, ch. 80-407; s. 10, ch. 91-308.

190.036 Recovery of delinquent charges.—In the event that any rates, fees, rentals, charges, or delinquent penalties shall not be paid as and when due and shall be in default for 60 days or more, the unpaid balance thereof and all interest accrued thereon, together with reasonable attorney's fees and costs, may be recovered by the district in a civil action.

History.—s. 2, ch. 80-407.

190.037 Discontinuance of service.—In the event the fees, rentals, or other charges for water and sewer services, or either of them, are not paid when due, the board shall have the power, under such reasonable rules and regulations as the board may adopt, to discontinue and shut off both water and sewer services until such fees, rentals, or other charges, including interest, penalties, and charges for the shutting off and discontinuance and the restoration of such water and sewer services or both, are fully paid; and, for such purposes, the board may enter on any lands, waters, or premises of any person, firm, corporation, or body, public or private, within the district limits. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services and facilities and reasonable attorney's fees and other expenses, may be recovered by the district, which may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful method of enforcement.

History.—s. 2, ch. 80-407; s. 82, ch. 81-259.

190.041 Enforcement and penalties.—The board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this act, including injunctive relief to enjoin or restrain any person violating the provisions of this act or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this act. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land, or water is used, in violation of this act or of any code, order, resolution, or other regulation made under authority conferred by this act or under law, the board or any citizen residing in the district may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or avoid such violation; to prevent the occupancy of such building, structure, land, or water; and to prevent any illegal act, conduct, business, or use in or about such premises, land, or water.

History.—s. 2, ch. 80-407; s. 83, ch. 81-259.

190.043 Suits against the district.—Any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28.

History.—s. 2, ch. 80-407.

190.044 Exemption of district property from execution.—All district property shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against such property, nor shall any judgment against the district be a charge or lien on its property or revenues; however, nothing contained herein shall apply to or limit the rights of bondholders to pursue any remedy for the enforcement of any lien or pledge given by the district in connection with any of the bonds or obligations of the district.

History.—s. 2, ch. 80-407.

190.046 Termination, contraction, or expansion of district.--

(1) A landowner or the board may petition to contract or expand the boundaries of a community development district in the following manner:

(a) The petition shall contain the same information required by s. 190.005(1)(a)1. and 8. In addition, if the petitioner seeks to expand the district, the petition shall describe the proposed timetable for construction of any district services to the area, the estimated cost of constructing the proposed services, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land use plan element of the adopted local government local comprehensive plan. If the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan.

(b) For those districts initially established by county ordinance, the petition for ordinance amendment shall be filed with the county commission. If the land to be included or excluded is, in whole or in part, within the boundaries of a municipality, then the county commission shall not amend the ordinance without municipal approval. A public hearing shall be held in the same manner and with the same public notice as other ordinance amendments. The county commission shall consider the record of the public hearing and the factors set forth in s. 190.005(1)(e) in making its determination to grant or deny the petition for ordinance amendment.

(c) For those districts initially established by municipal ordinance pursuant to s. 190.005(2)(e), the municipality shall assume the duties of the county commission set forth in paragraph (b); however, if any of the land to be included or excluded, in whole or in part, is outside the boundaries of the municipality, then the municipality shall not amend its ordinance without county commission approval.

(d)1. For those districts initially established by administrative rule pursuant to s. 190.005(1), the petition shall be filed with the Florida Land and Water Adjudicatory Commission.

2. Prior to filing the petition, the petitioner shall pay a filing fee of \$1,500, to the county if the district or the land to be added or deleted from the district is located within an unincorporated area or to the municipality if the district or the land to be added or deleted is located within an incorporated area, and to each municipality the boundaries of which are contiguous with or contain all or a portion of the land within or to be added to or deleted from the external boundaries of the district. The petitioner shall submit a copy of the petition to the same entities entitled to receive the filing fee. In addition, if the district is not the petitioner, the petitioner shall file the petition with the district board of supervisors.

3. Each county and each municipality shall have the option of holding a public hearing as provided by s. 190.005(1)(c). However, the public hearing shall be limited to consideration of the contents of the petition and whether the petition for amendment should be supported by the county or municipality.

4. The district board of supervisors shall, in lieu of a hearing officer, hold the local public hearing provided for by s. 190.005(1)(d). This local public hearing shall be noticed in the same manner as provided in s. 190.005(1)(d). Within 45 days of the conclusion of the hearing, the district board of supervisors shall transmit to the Florida Land and Water Adjudicatory Commission the full record of the local hearing, the transcript of the hearing, any resolutions adopted by the local general-purpose governments, and its recommendation whether to grant the petition for amendment. The commission shall then proceed in accordance with s. 190.005(1)(e).

5. A rule amending a district boundary shall describe the land to be added or deleted.

(e)1. During the existence of a district initially established by administrative rule, the process to amend the

boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 acres on a cumulative net basis.

2. During the existence of a district initially established by county or municipal ordinance, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 acres on a cumulative net basis.

(f) Petitions to amend the boundaries of the district that exceed the amount of land specified in paragraph (e) shall be processed in accordance with s. 190.005, and the petition shall include only the elements set forth in s. 190.005(1)(a)1. and 5.-8. and the consent required by paragraph (g). However, the resulting administrative rule or ordinance may only amend the boundaries of the district and may not establish a new district or cause a new 6-year or 10-year period to begin pursuant to s. 190.006(3)(a)2. The filing fee for such petitions shall be as set forth in s. 190.005(1)(b), as applicable.

(g) In all cases of a petition to amend the boundaries of a district, the filing of the petition by the district board of supervisors constitutes consent of the landowners within the district. In all cases, written consent of those landowners whose land is to be added to or deleted from the district as provided in s. 190.005(1)(a)2. is required.

(2) The district shall remain in existence unless:

(a) The district is merged with another district as provided in subsection (3) or subsection (4);

(b) All of the specific community development systems, facilities, and services that it is authorized to perform have been transferred to a general-purpose unit of local government in the manner provided in subsections (5), (6), and (7); or

(c) The district is dissolved as provided in subsection (8), subsection (9), or subsection (10).

(3) The district may merge with other community development districts upon filing a petition for merger, which petition shall include the elements set forth in s. 190.005(1) and which shall be evaluated using the criteria set forth in s. 190.005(1)(e). The filing fee shall be as set forth in s. 190.005(1)(b). In addition, the petition shall state whether a new district is to be established or whether one district shall be the surviving district. The district may merge with any other special districts upon filing a petition for establishment of a community development district pursuant to s. 190.005. The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts, and the rights of creditors and liens upon property shall not be impaired by such merger. Any claim existing or action or proceeding pending by or against any district that is a party to the merger may be continued as if the merger had not occurred, or the surviving district may be substituted in the proceeding for the district that ceased to exist. Prior to filing the petition, the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district.

(4)(a) To achieve economies of scale, reduce costs to affected district residents and businesses in areas with multiple existing districts, and encourage the merger of multiple districts, up to five districts that were established by the same local general-purpose government and whose board memberships are composed entirely of qualified electors may merge into one surviving district through adoption of an ordinance by the local general-purpose government, notwithstanding the acreage limitations otherwise set forth for the establishment of a district in this chapter. The filing of a petition by the majority of the members of each district board of supervisors

seeking to merge constitutes consent of the landowners within each applicable district.

(b) In addition to meeting the requirements of subsection (3), a merger agreement entered into between the district boards subject to this subsection must also:

1. Require the surviving merged district board to consist of five elected board members.
2. Require each at-large board seat to represent the entire geographic area of the surviving merged district.
3. Ensure that each district to be merged is entitled to elect at least one board member from its former boundary.
4. Ensure a fair allocation of board membership to represent the districts being merged. To that end:
 - a. If two districts merge, two board members shall be elected from each of the districts and one member shall be elected at-large.
 - b. If three districts merge, one board member shall be elected from each of the three districts and two board members shall be elected at-large.
 - c. If four districts merge, one board member shall be elected from each of the four districts and one board member shall be elected at-large.
 - d. If five districts merge, one board member shall be elected from each of the five districts.
5. Require the election of board members for the surviving merged district to be held at the next general election following the merger, at which time all terms of preexisting board members shall end and the merger shall be legally in effect.

(c) Before filing the merger petition with the local general-purpose government under this subsection, each district proposing to merge must hold a public hearing within its district to provide information about and take public comment on the proposed merger, merger agreement, and assignment of board seats. Notice of the hearing shall be published at least 14 days before the hearing. If, after the public hearing, a district board decides that it no longer wants to merge and cancels the proposed merger agreement, the remaining districts must each hold another public hearing on the revised merger agreement. A petition to merge may not be filed for at least 30 days after the last public hearing held by the districts proposing to merge.

(5) The local general-purpose government within the geographical boundaries of which the district lies may adopt a nonemergency ordinance providing for a plan for the transfer of a specific community development service from a district to the local general-purpose government. The plan must provide for the assumption and guarantee of the district debt that is related to the service by the local general-purpose government and must demonstrate the ability of the local general-purpose government to provide such service:

- (a) As efficiently as the district.
- (b) At a level of quality equal to or higher than the level of quality actually delivered by the district to the users of the service.

(c) At a charge equal to or lower than the actual charge by the district to the users of the service.

(6) No later than 30 days following the adoption of a transfer plan ordinance, the board of supervisors may file, in the circuit court for the county in which the local general-purpose government that adopted the ordinance is located, a petition seeking review by certiorari of the factual and legal basis for the adoption of the transfer plan ordinance.

(7) Upon the transfer of all of the community development services of the district to a general-purpose unit of local government, the district shall be terminated in accordance with a plan of termination which shall be adopted by the board of supervisors and filed with the clerk of the circuit court.

(8) If, within 5 years after the effective date of the rule or ordinance establishing the district, a landowner has

not received a development permit, as defined in chapter 380, on some part or all of the area covered by the district, then the district will be automatically dissolved and a judge of the circuit court shall cause a statement to that effect to be filed in the public records.

(9) In the event the district has become inactive pursuant to s. 189.062, the respective board of county commissioners or city commission shall be informed and it shall take appropriate action.

(10) If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district or, if the district was established by rule of the Florida Land and Water Adjudicatory Commission, the district may be dissolved by repeal of such rule of the commission.

History.—s. 2, ch. 80-407; ss. 13, 19, ch. 84-360; s. 49, ch. 89-169; s. 11, ch. 91-308; s. 43, ch. 99-378; s. 34, ch. 2004-345; s. 31, ch. 2004-353; s. 10, ch. 2009-142; s. 22, ch. 2013-15; s. 70, ch. 2014-22; s. 3, ch. 2016-94; s. 4, ch. 2017-3.

190.047 Incorporation or annexation of district.—

(1) Upon attaining the population standards for incorporation contained in s. 165.061 and as determined by the Department of Economic Opportunity, any district wholly contained within the unincorporated area of a county that also meets the other requirements for incorporation contained in s. 165.061 shall hold a referendum at a general election on the question of whether to incorporate. However, any district contiguous to the boundary of a municipality may be annexed to such municipality pursuant to the provisions of chapter 171.

(2) The Department of Economic Opportunity shall annually monitor the status of the district for purposes of carrying out the provisions of this section.

History.—s. 14, ch. 84-360; s. 13, ch. 2007-160; s. 71, ch. 2011-142.

190.048 Sale of real estate within a district; required disclosure to purchaser.—Subsequent to the establishment of a district under this chapter, each contract for the initial sale of a parcel of real property and each contract for the initial sale of a residential unit within the district shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract: "THE ... (Name of District) ... COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."

History.—s. 15, ch. 84-360; s. 3, ch. 90-46; s. 44, ch. 99-378.

190.0485 Notice of establishment.—Within 30 days after the effective date of a rule or ordinance establishing a community development district under this act, the district shall cause to be recorded in the property records in the county in which it is located a "Notice of Establishment of the Community Development District." The notice shall, at a minimum, include the legal description of the district and a copy of the disclosure statement specified in s. 190.048.

History.—s. 45, ch. 99-378.

190.049 Special acts prohibited.—Pursuant to s. 11(a)(21), Art. III of the State Constitution, there shall be no special law or general law of local application creating an independent special district which has the powers enumerated in two or more of the paragraphs contained in s. 190.012, unless such district is created pursuant to the provisions of s. 189.031.

History: s. 2, ch. 80-407; s. 16, ch. 84-360; s. 47, ch. 99-378; s. 71, ch. 2014-22

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SECTION C

SECTION 1

RESOLUTION 2019-01

**A RESOLUTION ELECTING THE OFFICERS OF THE RHODINE
ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT,
HILLSBOROUGH COUNTY, FLORIDA**

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

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

Chair	_____
Vice Chair	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION 2

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A TREASURER AND ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to appoint a Treasurer; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

SECTION 1. _____ is appointed Treasurer.

SECTION 2. _____ is appointed Assistant Treasurer.

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

PASSED AND ADOPTED this 19th Day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION III

SECTION A

SECTION 1

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A REGISTERED FINANCIAL ADVISOR IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has the authority to employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Registered Financial Advisor to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

WHEREAS, the Board has determined that the appointment of a Registered Financial Advisor and Investment Representative is necessary; and

WHEREAS, the Board desires to appoint a District Manager, Registered Financial Advisor, and Investment Representative, and to provide compensation for their services.

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

Section 1. Governmental Management Services – Central Florida, LLC, is appointed as District Manager, Registered Financial Advisor, and Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

Section 2. This authorization shall be continuing in nature until revoked by the District.

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Manager Fee Agreement

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT
DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES -
CENTRAL FLORIDA, LLC**

Date of Agreement: December 19, 2018

Between: **Governmental Management Services- Central Florida LLC**
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

(Hereinafter referred to as "Manager");

And: **Rhodine Road North Community Development District**
A unit of special purpose local government located in Hillsborough
County, Florida

(Hereinafter referred to as "District").

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services include, but are not limited to the following:

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors' meetings including landowners meetings, continued meetings and workshops
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for community development districts
- Correspond and communicate with Board of Supervisors and staff to respond to the various needs of the District and community
- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Provide minutes for all Board of Supervisors' meetings including landowners meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' meeting
- Ensure compliance with all administrative statutes affecting the District, which includes but not limited to:
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year end
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
 - Transmit Public Facilities Report to the appropriate agencies

- Procure necessary insurance for the District, which includes liability, property, workers' compensation, etc.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Base Services and Other Services Elected by District shall commence on December 19, 2018.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for these services shall be payable in equal monthly installments at the beginning of each month except as otherwise noted on **Exhibit A**.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's

officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

6. Nothing contained in this Contract 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 Contract 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.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Rhodine Road North Community Development District
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

If notice is sent to Manager, it shall be sent to:

Governmental Management Services - Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: Jill Burns

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

**Board of Supervisors
Rhodine Road North CDD**

Attest

By: _____
Chairman, Board of Supervisors

**Governmental Management
Services- Central Florida, LLC**

Witness

By: _____

Its: _____

EXHIBIT A

DISTRICT MANAGEMENT FEE SCHEDULE

Base Services:

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

Other Services Elected by District:

- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$5,000
- Website Services \$1,500*
- Pre-paid Assessment Collection Fee waived

Other Available Services:**

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)
- Field Management Service TBD, if contracted

*May be subject to increase as a result of ADA compliance requirements

**Services are available upon request of the District

SECTION B

SECTION 2

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING LEGAL COUNSEL FOR THE DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint a District Counsel and to provide compensation for their services.

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

1. Hopping Green & Sams, P.A., is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Attorney Retainer Agreement

Hopping Green & Sams

Attorneys and Counselors

December 19, 2018

Board of Supervisors
Rhodine Road North Community Development District
c/o District Manager
Governmental Management Services-Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

Re: Rhodine Road North Community Development District
Legal Representation

Dear Supervisors:

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

We have been providing clients with advice regarding the operation of community development districts since 1985. Lawyers from our firm presently serve as general counsel to approximately two hundred and seven (207) community development districts and other special taxing districts throughout Florida and have established a number of others. This is one of the firm's areas of specialty and we presently have more than fifteen (15) attorneys who personally spend one hundred percent (100%) of their legal practice in this area.

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

For services as counsel to the District, we propose to charge an hourly rate for the attorney performing the work plus direct out-of-pocket expenses for travel costs, telephone conference, postage, and copying charges, etc. Our rates vary depending generally on the

experience of that attorney. For example, my proposed hourly rate is \$315.00. The associates most likely to assist in this work are billed at \$255.00 per hour depending upon experience. Other work by attorneys and/or paralegals in the firm would also be performed at their established rates. Our rates are reviewed annually and may be adjusted from time to time in conjunction with such reviews, after providing notice to you. Let me assure you that we will make every effort to keep legal costs as low as possible while providing services consistent with our professional responsibilities. Itemized bills showing all time spent for services are rendered monthly and are due upon receipt. We have attached a copy of the firm's policy with respect to expenses, although to the extent that Chapter 112, F.S., conflicts with these policies, Chapter 112, F.S., will govern.

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

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

Sincerely,



Roy Van Wyk
For the Firm

RVW:ahj

Enclosure

**HOPPING GREEN & SAMS PA
CDD EXPENSE REIMBURSEMENT POLICY**

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

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

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 54.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

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

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 54.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

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

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

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

**HOPPING GREEN & SAMS, P.A.
FEE AGREEMENT**

I. PARTIES

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

- A. Rhodine Road North Community Development District ("Client")
c/o District Manager, Governmental Management Services -
Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

and

- B. Hopping Green & Sams, P.A. ("HGS")
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

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

- A. The Client agrees to employ and retain HGS as its attorney and legal representative for counseling and representation for the purpose of providing advice and counsel regarding Rhodine Road North Community Development District.
- B. HGS accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product materials ("client file") of the Client generated or received by HGS will be maintained by HGS in its regular offices. At the conclusion of the representation, the client file will be stored by HGS for a minimum of five (5) years. After the five (5) years storage period, the Client hereby acknowledges and consents that HGS may confidentially destroy or shred the client file, unless HGS is provided a written request from the Client requesting return of the client file, to which HGS will return the client file at Client's expense.

IV. FEES

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the standard hourly billing rates for individual HGS lawyers plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement

Policy (Attachment A, incorporated herein by reference). Certain work related to issuance of bonds may be performed under a flat fee to be separately approved.

- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. The standard hourly rate of Roy Van Wyk, the attorney who is initially expected to handle the bulk of Client's work, is \$315.00 and associates who are most likely to assist in this work are billed at \$255.00 per hour. HGS' standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Client agrees to HGS' annual rate increases to the extent hourly rates are not increased beyond \$15/hour for attorneys working on this matter.
- C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

V. BILLING AND PAYMENT

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

VI. DEFAULT

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

VII. CONFLICTS

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank National Association ("U.S. Bank") and Wells Fargo National Association), bondholders, and other entities throughout Florida relating to community development districts and other special districts. HGS understands that Client may enter into an agreement with U.S. Bank or other trustee in connection with the issuance of bonds, and that Client may request that HGS simultaneously represent Client in connection with the issuance of bonds, while HGS is also representing U.S. Bank or other trustee on unrelated matters. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) HGS will be able to provide competent and diligent

representation of Client, regardless of HGS' other representations, and (3) there is not a substantial risk that HGS' representation of Client would be materially limited by HGS' responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS' representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida.

VIII. TERMINATION

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

IX. EXECUTION OF AGREEMENT

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

X. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Date: _____

HOPPING GREEN & SAMS, P.A.

By:  _____

Date: 12/19/18

HOPPING GREEN & SAMS P.A.
CDD EXPENSE REIMBURSEMENT POLICY

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

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

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 54.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

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

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 54.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

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

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

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

SECTION C

RESOLUTION 2019-05

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

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

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

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

SECTION 1. Roy Van Wyk is hereby designated as the Registered Agent for the Rhodine Road North Community Development District.

SECTION 2. The District’s Registered Office shall be located at 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

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

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION D

RESOLUTION 2019-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM
DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

WHEREAS, the District’s Board of Supervisors (the “Board”) must employ and fix compensation of an Interim District Engineer; and

WHEREAS, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

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

1. Hamilton Engineering & Surveying, Inc. is appointed as Interim District Engineer and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.
2. This authorization shall be continuing in nature until revoked by the District.
3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Interim District Engineer Fee Agreement

HAMILTON HOURLY FEE SCHEDULE

<u>Staff</u>	<u>Hourly Rate</u>
Principal	\$235
Engineering Senior Project Manager, PE, Senior VP	\$190
Engineering Senior Project Manager, PE, VP	\$170
Business Development, Project Manager, VP	\$150
Survey Director, PLS	\$150
Survey Crew	\$150
Engineering Project Manager, PE	\$130
Survey Senior Project Manager, PLS	\$125
Construction Administration Director	\$120
Survey Senior Project Manager, Crew Coordinator	\$120
IT Director	\$120
Engineering Senior Designer, CADD Manager	\$115
Engineering Senior Designer	\$100
Senior CADD Tech/Project Manager, Eng/Sur	\$100
Engineering Project Engineer, EI	\$90
Survey Project Coordinator/QC	\$90
Survey As-Built Coordinator	\$90
Planning & Zoning Project Manager/GIS Specialist	\$90
Proposal Coordinator	\$90
Accounting/Payroll	\$90
Engineering Designer	\$85
CADD Tech, Eng/Sur	\$80
Project Coordinator Permitting	\$80
Office Manager	\$70
Construction Inspector	\$75
Clerical/Administration	\$40

SECTION E

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of December, 2018, by and between:

RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"); and

HAMILTON ENGINEERING & SURVEYING, INC., a Florida corporation, with a mailing address of 3409 West Lemon Street, Tampa, Florida 33609 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

SECTION 2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");

- B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C. Any other items requested by the Board.

SECTION 3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement;
- B. It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

SECTION 4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District ("Work Authorization"). Each Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole discretion of the District. Work Authorization Number 1 attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby *approved*.

SECTION 5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

SECTION 6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses which are listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel reimbursement policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

SECTION 7. TERM OF AGREEMENT. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

SECTION 8. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

SECTION 9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

SECTION 10. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation,

the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

SECTION 11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

SECTION 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

SECTION 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

SECTION 14. INSURANCE. Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer shall, without interruption, and at the District's option, maintain the insurance for at least five (5) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

SECTION 18. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

SECTION 19. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

**ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524,
GFLINT@GMSCFL.COM, OR AT 135 WEST CENTRAL
BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.**

SECTION 21. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District:** Rhodine Road North Community
Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: Jill Burns
- With a copy to:** Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk
- B. If to Engineer:** Hamilton Engineering & Surveying, Inc.
3409 West Lemon Street
Tampa, Florida 33609
Attn: Heather E. Wertz, P.E.

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

SECTION 22. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

SECTION 23. CONTROLLING LAW. The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Hillsborough County, Florida.

SECTION 24. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the

other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

SECTION 25. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

SECTION 26. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 27. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

SECTION 28. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

SECTION 29. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

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

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**HAMILTON ENGINEERING & SURVEYING,
INC.**

Witness

By: _____
Its: _____

Exhibit A: Work Authorization Number 1
Exhibit B: Schedule of Rates

Exhibit A

December 19, 2018

Rhodine Road North Community Development District
Hillsborough County, Florida

Subject: **Work Authorization Number 1
Rhodine Road North Community Development District**

Dear Chairperson, Board of Supervisors:

Hamilton Engineering & Surveying, Inc. is pleased to submit this work authorization to provide interim engineering services for the Rhodine Road North Community Development District (the "District"). We will provide these services pursuant to our current agreement dated December 19, 2018 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage the services of Hamilton Engineering & Surveying, Inc. as the Interim Engineer to prepare an Engineer's Report to support the District's proposed bond issuances and to attend meetings and bond validation proceedings regarding the District's proposed issuance of bonds. Engineer's Report will include a description of the District services and the following associated exhibits will be prepared and included as part of the report: a map of the District boundary with existing potable water, sewer and reuse water service; a conceptual site plan within the District boundary; a map of the land use within the District boundary and surroundings area; a location map of the District; and a legal description of the District boundary.

II. Fees

The District will compensate Hamilton Engineering & Surveying, Inc. a lump sum of _____ (\$ _____). The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement.

This proposal, together with Engineering Agreement, represents the entire understanding between the District and Hamilton Engineering & Surveying, Inc. with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Hamilton Engineering & Surveying. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Rhodine Road North Community
Development District

By: _____
Its: _____
Hamilton Engineering & Surveying, Inc.

Exhibit B - Schedule of Rates



HAMILTON HOURLY FEE SCHEDULE

<u>Staff</u>	<u>Hourly Rate</u>
Principal	\$235
Engineering Senior Project Manager, PE, Senior VP	\$190
Engineering Senior Project Manager, PE, VP	\$170
Business Development, Project Manager, VP	\$150
Survey Director, PLS	\$150
Survey Crew	\$150
Engineering Project Manager, PE	\$130
Survey Senior Project Manager, PLS	\$125
Construction Administration Director	\$120
Survey Senior Project Manager, Crew Coordinator	\$120
IT Director	\$120
Engineering Senior Designer, CADD Manager	\$115
Engineering Senior Designer	\$100
Senior CADD Tech/Project Manager, Eng/Sur	\$100
Engineering Project Engineer, EI	\$90
Survey Project Coordinator/QC	\$90
Survey As-Built Coordinator	\$90
Planning & Zoning Project Manager/GIS Specialist	\$90
Proposal Coordinator	\$90
Accounting/Payroll	\$90
Engineering Designer	\$85
CADD Tech, Eng/Sur	\$80
Project Coordinator Permitting	\$80
Office Manager	\$70
Construction Inspector	\$75
Clerical/Administration	\$40

SECTION F

REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT

The Rhodine Road North Community Development District ("**District**"), located in unincorporated Hillsborough County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants must submit eight (8) copies of Standard Form No. 330 and Qualification Statement by ____:____ a/p.m. on _____ and to the attention of Governmental Management Services – Central Florida, LLC, c/o Jill Burns, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801; Ph: (407) 841-5524 ("**District Manager's Office**").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest

bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Jill Burns at jburns@gmscfl.com with e-mail copy to Roy Van Wyk at royv@hgslaw.com.

District Manager

Publish on _____ (must be published at least 14 days prior to submittal deadline)

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION IV

SECTION A

RESOLUTION 2019-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR
2018-2019; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Rhodine Road North Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within unincorporated Hillsborough County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings of the Board of Supervisors of the District (“Board”) with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular Board meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2018-2019 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT:**

1. The Fiscal Year 2018-2019 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2018-2019 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2018-2019**

The Board of Supervisors of the Rhodine Road North Community Development District will hold their regular meetings for Fiscal Year 2018-2019 at the Holiday Inn Express, 2102 N. Park Rd., Plant City, FL 33566. at 1:30 p.m. on the 4th Wednesday of each month unless otherwise indicated as follows:

**January 23, 2019
February 27, 2019
March 27, 2019
April 24, 2019
May 22, 2019
June 26, 2019
July 24, 2019
August 28, 2019
September 25, 2019**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Jill Burns
District Manager

SECTION B

RESOLUTION 2019-08

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

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

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

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

WHEREAS, the effective date of the Ordinance creating the District (the "Ordinance") was _____; and

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

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

SECTION 1. In accordance with Section 190.006(2), *Florida Statutes*, the initial meeting of the landowners to elect five (5) supervisors of the District, shall be held on the _____ day of _____, 20__ at _____ .m. at _____.

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

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's organizational meeting held on the 19th day of December, 2018. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Governmental Management Services – Central Florida, LLC, located at 135 West Central Boulevard, Suite 320, Orlando, Florida 32801, Ph: (407) 841-5524.

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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

Composite Exhibit A

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

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD
OF SUPERVISORS OF RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Rhodine Road North Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 102.12 acres, generally located east of Interstate 75, south of Symmes Road, west of Balm Riverview Road, and north of Rhodine Road, in unincorporated Hillsborough County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: _____
TIME: _____ .m.
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 135 West Central Boulevard, Florida 32801 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

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

Jill Burns
District Manager
Run Date(s): _____ & _____

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

LANDOWNER PROXY
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
LANDOWNERS' MEETING – _____, _____

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

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

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

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2018), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
LANDOWNERS' MEETING – _____, _____

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

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Rhodine Road North 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:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Date: _____

Signed: _____

Printed Name: _____

SECTION C

SECTION 1

RESOLUTION 2019-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE AND RATES, FEES AND CHARGES OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

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

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure and rates, fees and charges of the District on _____, at _____m., at _____.

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

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION D

SECTION 1

RESOLUTION 2019-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2018/2019
AND SETTING A PUBLIC HEARING THEREON PURSUANT TO
FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Rhodine Road North Community Development District (the "District") was established by Ordinance No. _____, adopted by the Board of County Commissioners in and for Hillsborough County, Florida, effective as of _____; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Rhodine Road North Community Development District (the "Board") the proposed budget for the Fiscal Year 2018/2019, which concludes September 30, 2019; and

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

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

SECTION 1. PROPOSED BUDGET APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

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

DATE: _____, 2019

HOUR: _____

LOCATION: _____

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

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

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

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

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

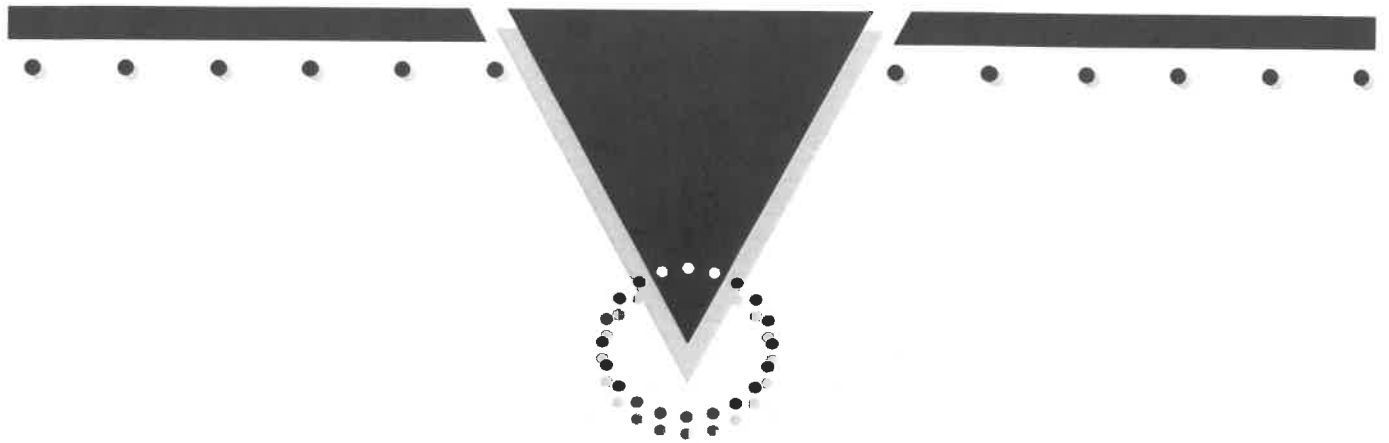
Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: FY 2018/2019 proposed budget

Exhibit A
FY 2018/2019 proposed budget

[See attached]



**Rhodine Road North
Community Development District**

**Proposed Budget
FY 2019**



Table of Contents

1	<u>General Fund</u>
2-3	<u>General Fund Narrative</u>

Rhodine Road North

Community Development District

Proposed Budget

General Fund

Description	Proposed Budget FY2019
-------------	------------------------------

Revenues

Developer Contributions	\$97,707
-------------------------	----------

Total Revenues	\$97,707
-----------------------	-----------------

Expenditures

Administrative

Supervisor Fees	\$10,000
FICA Expense	\$765
Engineering	\$10,000
Attorney	\$25,000
Management Fees	\$29,167
** Information Technology	\$3,750
Telephone	\$250
Postage	\$850
Insurance	\$5,000
Printing & Binding	\$850
Legal Advertising	\$10,000
Other Current Charges	\$850
Office Supplies	\$500
Travel Per Diem	\$550
Dues, Licenses & Subscriptions	\$175

Total Expenditures	\$97,707
---------------------------	-----------------

Excess Revenues/(Expenditures)	\$0
---------------------------------------	------------

* Budget is prorated from December 2018 to September 2019

** Budget amount includes a one-time website creation fee.

Rhodine Road North

Community Development District

GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Management Fees

The District will incur costs for Management, Accounting and Administrative services during the Fiscal Year.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Rhodine Road North
Community Development District
GENERAL FUND BUDGET

Postage

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability, public official's liability insurance and property insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

SECTION 2

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2018-2019 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of December, 2018, by and between:

RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"), and

CASSIDY PROPERTIES, INC., a Florida corporation, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 ("Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. _____ of the Board of County Commissioners in and for Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

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

WHEREAS, the District is adopting its general fund budget for the fiscal year 2018-2019, which concludes on September 30, 2019 ("Budget"); and

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

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

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

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

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

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

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

SECTION 2. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

SECTION 3. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

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

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

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

SECTION 5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

SECTION 7. 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.

SECTION 8. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

SECTION 9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or

conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the appropriate court, in and for Hillsborough County, Florida.

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

SECTION 12. This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[Remainder of page left intentionally blank]

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

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

CASSIDY PROPERTIES, INC.

Witness

By:

Its:

Exhibit A: Property Description

Exhibit B: Fiscal Year 2018-2019 General Fund Budget

Exhibit A
Property Description

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 1, 2 IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST AND GOVERNMENT LOT 3 IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 AND THE SOUTHEAST CORNER OF GOVERNMENT LOT 3, IN SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA AND PROCEED N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RHODINE ROAD AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 19528, PAGE 1461, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 755.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°51'10" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 135.55 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°08'56" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 658.98 FEET; THENCE S 24°21'49" W, A DISTANCE OF 105.23 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 31.51 FEET; THENCE N 25°01'20" E, A DISTANCE OF 105.61 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 166.00 FEET OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE N 00°10'37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1780.95 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 394.00 FEET OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE S 89°58'48" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 166.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE N 00°10'04" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 394.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 3 AS RECORDED IN PLAT BOOK 121, PAGE 85 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 89°58'48" E, ALONG SAID NORTH AND SOUTH BOUNDARIES, A DISTANCE OF 330.56 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 89°43'14" E, ALONG THE NORTH BOUNDARIES OF SAID GOVERNMENT LOTS 1 AND 2 AND THE SOUTH BOUNDARY OF SAID ESTUARY PHASE 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 2 AS RECORDED IN PLAT BOOK 120, PAGE 211 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE SOUTH BOUNDARY OF ESTUARY PHASE 1 AND 4 AS RECORDED IN PLAT BOOK 119, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1650.73 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT A-DRAINAGE AS SHOWN ON SAID ESTUARY PHASE 1 AND 4; THENCE S 00°00'16" W, ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF ESTUARY PHASE 5 AS RECORDED IN PLAT BOOK 123, PAGE 35 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE WEST BOUNDARY OF MASSARO MINOR SUBDIVISION AS RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 36 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1170.14 FEET TO THE SOUTHWEST CORNER OF SAID MASSARO MINOR SUBDIVISION; THENCE N 89°50'36" E, ALONG THE SOUTH BOUNDARY OF SAID MASSARO MINOR SUBDIVISION, A DISTANCE OF 338.13 FEET; THENCE S 00°05'10" E, A DISTANCE OF 1125.65 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1001.80 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 23196, PAGE 1916, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;

THENCE N 00°05'08" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.86 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°38'48" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°03'14" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.62 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 844.25 FEET TO THE POINT OF BEGINNING.

Exhibit B
FY2018-2019 General Fund Budget
[Attach]

SECTION E

RESOLUTION 2019-11

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

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION V

SECTION A

RESOLUTION 2019-12

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

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

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

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

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

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

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

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

1. _____, is hereby designated as the public depository for funds of the District.
2. In accordance with Section 280.17(2), *Florida Statutes*, the District's Secretary is hereby directed to take the following steps:
 - a. Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
 - b. Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
 - c. Maintain the current public deposit identification and acknowledgement form as a valuable record.

3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.
4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.
5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant-Secretary

Chairperson, Board of Supervisors

SECTION B

RESOLUTION 2019-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT DIRECTING GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT _____ FOR THE DISTRICT AND APPOINT _____ AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rhodine Road North Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within unincorporated Hillsborough County, Florida; and

WHEREAS, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint _____ and _____ as signors on the account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. Governmental Management Services – Central Florida, LLC, is directed to establish a local bank account at _____ for the District.

SECTION 2. _____ and _____ shall be appointed as signors on the account.

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION C

RESOLUTION 2019-14

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

WHEREAS, the Board of Supervisors (the “Board”) and the officers and staff of the Rhodine Road North Community Development District (the “District”) are constantly presented with the necessity for making decisions regarding various phases of the District policy and management; and

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

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

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

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

- A.** All members of the Board of Supervisors; and
- B.** Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42

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

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

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

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

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

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following

determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

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

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

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

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

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

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

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

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

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

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

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

E. Any indemnification or defense prohibited by law.

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

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

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

- i.** Approve, in advance, any agreement for legal fees or disbursements; and
- ii.** Pay all or part of the legal fees, costs, and other disbursements, and to set a maximum for legal fees, costs, and other disbursements; and
- iii.** Direct the defense and settle or compromise the action or claim; and
- iv.** Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnatee.

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

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

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

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

[Remainder of this page left intentionally blank]

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION D

RESOLUTION 2019-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT
DISTRICT AUTHORIZING OR RATIFYING THE RECORDING
OF THE NOTICE OF ESTABLISHMENT OF THE RHODINE
ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT,
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Rhodine Road North 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 unincorporated Hillsborough County, Florida; and

WHEREAS, the District was established by Ordinance _____ of the Board of County Commissioners in and for Hillsborough, County, Florida, which became effective on _____; and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a “Notice of Establishment” to be filed within 30 days after the effective date of the rule; and

WHEREAS, the organizational meeting of the District’s Board of Supervisors was scheduled for December 19, 2018; and

WHEREAS, Hopping Green & Sams, P.A., has arranged for the recording of the “Notice of Establishment of the Rhodine Road North Community Development District” with the Hillsborough County Clerk of the Court to ensure compliance with Florida law.

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

SECTION 1. AUTHORIZATION OR RATIFICATION. The actions of Hopping Green & Sams, P.A. in recording the Notice of Establishment of the Rhodine Road North Community Development District is hereby authorized or ratified.

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION E

RESOLUTION 2019-16

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

WHEREAS, the Rhodine Road North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within unincorporated Hillsborough County, Florida; and

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT:

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

- (a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, *Florida Statutes*.
- (d) Direct obligations of the U.S. Treasury.

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

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

PASSED AND ADOPTED this 19th day of December, 2018.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors