

**BELMOND RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
LANDOWNER ELECTION, PUBLIC HEARINGS,
AUDIT COMMITTEE, AND REGULAR MEETING
FEBRUARY 06, 2020**

**BELMOND RESERVE
COMMUNITY DEVELOPMENT DISTRICT AGENDA
THURSDAY, FEBRUARY 06, 2020
2:00 P.M.**

The office of Meritus
Located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607

District Board of Supervisors	Supervisor	Jeff Hills
	Supervisor	Ryan Motko
	Supervisor	Steve Luce
	Supervisor	Nick Dister
	Supervisor	Albert Viera
District Manager	Meritus	Brian Lamb
District Attorney	Straley Robin Vericker	John Vericker
District Engineer	Stantec	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **2:00 p.m.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

February 06, 2020
Board of Supervisors
Belmond Reserve Community Development District

Dear Board Members:

The Landowner Election, Public Hearings, Audit Committee and Regular Meeting of Belmond Reserve Community Development District will be held on **February 06, 2020 at 2:00 p.m.** at the offices of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

LANDOWNERS MEETING/ELECTION

- 1. CALL TO ORDER**
- 2. APPOINTMENT OF MEETING CHAIRMAN**
- 3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS**
- 4. ELECTION OF SUPERVISORS**
- 5. OWNERS' REQUESTS**
- 6. ADJOURNMENT**

PUBLIC HEARINGS, AUDIT COMMITTEE AND REGULAR MEETING OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. OATH OF OFFICE**
- 3. PUBLIC COMMENT ON AGENDA ITEMS**
- 4. RECESS TO PUBLIC HEARINGS**
- 5. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**
 - A. Open the Public Hearing on Adopting Uniform Method of Collection
 - B. Staff Presentation
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Method of Collection
 - E. Consideration of Resolution 2020-26; Adopting Uniform Method of Collection.....Tab 01
- 6. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**
 - A. Open the Public Hearing on Adopting Uniform Rules of Procedure
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Rules of Procedure
 - E. Consideration of Resolution 2020-27; Adopting Uniform Rules of Procedure.....Tab 02
- 7. PUBLIC HEARING ON PROPOSED FISCAL YEAR 2020 BUDGET**
 - A. Open Public Hearing on Proposed Fiscal Year 2020 Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close Public Hearing on Proposed Fiscal Year 2020 Budget
 - E. Consideration of Resolution 2020-28; Adopting Fiscal Year 2020 Budget.....Tab 03
 - i. Consideration of Developer Funding Agreement
- 8. RECESS TO AUDIT COMMITTEE MEETING**
- 9. AUDIT COMMITTEE MEETING**
 - A. Call to Order/Roll Call
 - B. Evaluate and Rank the Audit Proposals
 - i. *Grau & Associates*.....Tab 04
 - C. Finalize the Ranking and Consideration of Audit Committee Recommendation
 - D. Close the Audit Committee Meeting

10. RETURN AND PROCEED TO REGULAR MEETING

11. VENDOR AND STAFF REPORTS

- A. District Counsel
- B. District Manager
- C. District Engineer

12. BUSINESS ITEMS

- A. Consideration of Resolution 2020-29; Canvassing and Certifying the Results of Landowners Election.....Tab 05
- B. Consideration of Resolution 2020-30; Re Designating Officers.....Tab 06
- C. Consideration of Audit Committee Recommendations and Evaluation
- D. Consideration of Proposal for District Engineering Services.....Tab 07
- E. Consideration of Bond Validation Report of the District Engineer.....Tab 08
- F. Consideration of Master Assessment Methodology Report.....Tab 09
- G. Consideration of Resolution 2020-23; Declaring Special Assessments.....Tab 10
- H. Consideration of Resolution 2020-24; Setting Public Hearing for Special Assessments.....Tab 11
- I. Discussion on ADA Site Compliance Proposal.....Tab 12
- J. General Matters of the District

13. SUPERVISORS REQUESTS

14. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM

15. ADJORNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



Brian Lamb, CEO
Meritus

RESOLUTION 2020-26

RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTIONS 197.3631 AND 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Belmond Reserve Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Sections 197.3631 and 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Hillsborough County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Belmond Reserve Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Hillsborough County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

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

PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2020.

ATTEST:

**BELMOND RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

Exhibit A: Legal Description

EXHIBIT "A"
BELMOND RESERVE CDD DESCRIPTION

PARCEL 1 - STILLWELL PARCEL

PARCEL 1 (ORB 19941, PG 1307) - A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA AND IN THE EAST 446.19 FEET OF THE WEST 893.00 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE RUN S89°22'36"E, (BEARING BASED ON THE EASTERLY BOUNDARY OF TROPICAL ACRES SOUTH-UNIT 2 RECORDED IN PLAT BOOK 44, PAGE 75 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ALONG THE LINE DIVIDING SECTIONS 2 AND 35, A DISTANCE OF 446.81 FEET; THENCE N73°47'07"E, 20.63 FEET TO THE POINT OF BEGINNING; RUN THENCE S89°22'35"E, 120.27 FEET; THENCE S00°36'38"E, 362.28 FEET; THENCE N89°22'35"W, 120.27 FEET; THENCE N00°36'38"W, 362.28 FEET TO THE POINT OF BEGINNING, SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 20.00 FEET THEREOF;

AND ALONG WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S89°22'36"E, (BEARING BASED ON THE EASTERLY BOUNDARY OF TROPICAL ACRES SOUTH-UNIT 2 RECORDED IN PLAT BOOK 44, PAGE 75 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ALONG THE LINE DIVIDING SECTIONS 2 AND 35, A DISTANCE OF 446.81 FEET TO THE POINT OF BEGINNING FOR THIS EASEMENT; RUN THENCE N30°13'34"W, 184.55 FEET TO THE SOUTHERLY BOUNDARY OF RHODIN ROAD; THENCE ON AN ARC OF STATED BOUNDARY OF RHODIN ROAD, CONCAVE TO THE SOUTHEAST OF 20.04 FEET, WITH A RADIUS OF 1959.86 FEET, SUBTENDED BY A CHORD OF 20.04 FEET; CHORD BEARING OF N62°25'14.5"E; THENCE S30°13'34"E, 188.62 FEET; THENCE S00°36'38"E, 362.28 FEET; THENCE N89°22'35"W, 20.00 FEET; THENCE N00°36'38"W, 356.30 FEET TO THE POINT OF BEGINNING FOR THIS EASEMENT.

PARCEL CONTAINING 1.00 ACRES, MORE OR LESS.

SELLER RETAINS A PERMANENT RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE NORTH 20.00 FEET OF THIS PARCEL.

PARCEL 2 (ORB 8214, PG 1556) - A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA AND IN THE EAST 446.19 FEET OF THE WEST 893.00 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE RUN SOUTH 89 DEGREES 22 MINUTES 36 SECONDS EAST, (BEARING BASED ON THE EASTERLY BOUNDARY OF TROPICAL ACRES SOUTH-UNIT 2 RECORDED IN PLAT BOOK 44, PAGE 75 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ALONG THE LINE DIVIDING SECTIONS 2 AND 35, A DISTANCE OF 446.81 FEET FOR A POINT OF BEGINNING; THENCE NORTH 30 DEGREES 13 MINUTES 07 SECONDS WEST, 184.55 FEET TO THE SOUTHEASTERLY BOUNDARY OF RHODIN ROAD; THENCE ON AN ARC OF STATED BOUNDARY OF RHODIN ROAD, CONCAVE TO THE SOUTHEASTERLY, OF 20.04 FEET, WITH A RADIUS OF 1959.86 FEET, SUBTENDED BY A CHORD OF 20.04 FEET, CHORD BEARING NORTH 62 DEGREES 25 MINUTES 14.5 SECONDS EAST; THENCE SOUTH 30 DEGREES 13 MINUTES 34 SECONDS EAST 188.62 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 38 SECONDS EAST 362.17 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 36 SECONDS EAST, 105.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 38 SECONDS EAST, 348.48 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 36 SECONDS WEST, 125.00 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 38 SECONDS WEST, 704.92 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1.25 ACRES, MORE OR LESS.

SELLER RETAINS A PERMANENT RIGHT OF INGRESS AND EGRESS THROUGH THE ONE-QUARTER (APPROXIMATE) PORTION OF THE ABOVE DESCRIBED LAND WHICH TOUCHED RHODIN ROAD.

AND

PARCEL 2 - FINLEY PARCEL (ORB 23846, PG 1921)

A PARCEL OF LAND LYING WITHIN SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST; AND A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, ALL BEING IN HILLSBOROUGH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST; RUN THENCE ALONG THE SOUTH LINE OF SAID SECTION 35, S. 89°10'59" E., 446.81 FEET; THENCE N. 74°45'20" E., 20.69 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8214, PAGE 1556, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, N. 30°00'59" W., 189.34 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RHODINE ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) 108.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1959.86 FEET, A DELTA ANGLE OF 3°09'28" (CHORD BEARING OF N. 61°18'54" E., 108.00 FEET; 2) N. 59°56'56" E., 22.29 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SHADY OAKS SUBDIVISION, AS RECORDED IN PLAT BOOK 83, PAGE 7 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 6, S. 30°03'04" E., 271.38 FEET (PLATTED DIMENSION BEING 271.43) TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH BOUNDARIES OF LOT 6, LOT 5, AND LOT 4 OF SAID SHADY OAKS SUBDIVISION S. 89°07'48" E., 271.15 FEET; THENCE ALONG THE EAST LINE OF THE EAST 446.19 FEET OF THE WEST 893.00 FEET OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, S. 00°23'42" E., 705.09 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 20029, PAGE 656; THENCE ALONG THE NORTH BOUNDARIES OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 20029, PAGE 656 AND PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6963, PAGE 363, N. 89°10'01" W., 321.19 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8214, PAGE 1556; THENCE ALONG THE EAST BOUNDARY OF SAID PROPERTY, N. 00°22'59" W., 348.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 19941, PAGE 1307; THENCE ALONG THE SOUTH, EAST AND NORTH BOUNDARY OF SAID DESCRIBED PROPERTY THE FOLLOWING THREE (3) COURSES: 1) S. 89°10'59" E., 15.27 FEET; 2) N. 00°25'27" W., 362.09 FEET; 3) N. 89°08'39" W., 120.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.755 ACRES OF LAND, MORE OR LESS.

AKA 12733 RHODINE ROAD, RIVERVIEW, FL 33579

FOLIO NUMBERS: 077423-0225 AND 07736-0100

AND

PARCEL 3 - CRAY PARCEL

PARCEL 1 (ORB 21901, PG 1421)- THE NORTH 1,159.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, LESS THE EAST 60 FEET THEREOF, AND LESS THE WEST 893 THEREOF, AND ALSO LESS THE SOUTH 48 FEET THEREOF, WITH THE SOUTH 48 FEET THEREOF, BEING SUBJECT TO AN EASEMENT IN COMMON WITH OTHERS FOR THE PURPOSE OF INGRESS AND EGRESS AND UTILITIES. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 80 FEET OF THE NORTH 1,191.85 FEET OF THE

WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, LESS THE EAST 60 FEET THEREOF, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 2 (ORB 25521, PG 1683) THE SOUTH 48 FEET OF THE NORTH 1,159.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, LESS THE EAST 60 FEET THEREOF, AND LESS THE WEST 893 FEET THEREOF, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 4 - TAMPA BAY TELEVISION PARCEL (OFFICIAL RECORD BOOK 4402, PAGE 0144)

PARCEL I - THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PARCEL II - THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PARCEL III (NOT SHOWN. REFERENCE OFFICIAL RECORD BOOK 15991, PAGE 82)

TOGETHER WITH (OFFICIAL RECORD BOOK 15991, PAGE 82)

THE EAST 1/2 OF THE FOLLOWING DESCRIBED TRACT OF LAND:

EAST 60 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF RHODINE ROAD.

ALSO DESCRIBED AS:

THAT PART OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF RHODINE ROAD.

TOGETHER WITH (OFFICIAL RECORD BOOK 4547, PAGE 1673)

PARCEL A - A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, THENCE NORTH 00 DEGREES, 16 MINUTES, 20 SECONDS WEST, (AN ASSUMED BEARING), ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, FOR 585.11 FEET; THENCE SOUTH 89 DEGREES, 14 MINUTES, 25 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, FOR 245.20 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 35 SECONDS EAST, 240.09 FEET; THENCE NORTH 38 DEGREES, 42 MINUTES, 15 SECONDS EAST, 329.25 FEET; THENCE SOUTH 89 DEGREES, 14 MINUTES, 25 SECONDS EAST, 329.25 FEET; THENCE SOUTH 89 DEGREES, 14 MINUTES, 25 SECONDS EAST, 831.43 FEET TO A POINT BEING 35.50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE SOUTH 00 DEGREES, 08 MINUTES, 22 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, FOR 991.22 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 22 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES, 08 MINUTES, 22 SECONDS EAST 11.63 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 22 SECONDS EAST, 10.50 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, SAID POINT BEING 88.37 FEET NORTHERLY OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 08 MINUTES, 22 SECONDS EAST ALONG SAID EAST LINE 88.37 FEET TO THE AFORESAID SOUTHEAST CORNER; THENCE NORTH 88 DEGREES, 58 MINUTES, 47

SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, FOR 1319.90 FEET TO THE POINT OF BEGINNING.

PARCEL F - A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST, ALSO LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 00 DEGREES, 08 MINUTES, 22 SECONDS EAST, (AN ASSUMED BEARING) ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, FOR 1237.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 45 MINUTES, 22 SECONDS EAST, 233.96 FEET; THENCE SOUTH 00 DEGREES, 21 MINUTES, 39 SECONDS EAST, 11.63 FEET; THENCE NORTH 89 DEGREES, 45 MINUTES, 22 SECONDS WEST, 234.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, SAID POINT BEING 88.37 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1; CONTINUE THENCE NORTH 89 DEGREES, 45 MINUTES, 22 SECONDS WEST 10.50 FEET INTO THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE NORTH 00 DEGREES, 08 MINUTES, 22 SECONDS WEST, PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, FOR 11.63 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 22 SECONDS EAST, 10.50 FEET TO THE POINT OF BEGINNING.

PARCEL B-A - BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE NORTH 00 DEGREES, 08 MINUTES, 22 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 88.37 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 22 SECONDS EAST, A DISTANCE OF 331.00 FEET; THENCE SOUTH 00 DEGREES, 21 MINUTES, 39 SECONDS EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 22 SECONDS EAST, A DISTANCE OF 1301.70 FEET; THENCE ALONG THE WESTERLY BANK OF A DITCH SOUTH 03 DEGREES, 44 MINUTES, 06 SECONDS WEST, A DISTANCE OF 115.98 FEET; THENCE CONTINUE ALONG SAID WESTERLY BANK SOUTH 74 DEGREES, 47 MINUTES; 43 SECONDS WEST A DISTANCE OF 473.04 FEET; THENCE CONTINUE ALONG SAID WESTERLY BANK SOUTH 43 DEGREES, 24 MINUTES, 17 SECONDS WEST A DISTANCE OF 294.26 FEET; THENCE NORTH 89 DEGREES, 44 MINUTES, 46 SECONDS WEST A DISTANCE OF 965.45 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, THENCE CONTINUE ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 00 DEGREES, 08 MINUTES, 22 SECONDS WEST, A DISTANCE OF 402.88 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 5 - PARKER PARCEL (ORB 12604, PG 89)

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE SOUTH 89°14'25" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, 1,287.27 FEET TO A POINT 35.50 FEET WESTERLY FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 00°08'22" EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, 25.00 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°08'22" EAST, PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 221.72 FEET; THENCE NORTH 89°14'25" WEST PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, 830.43 FEET; THENCE NORTH 38°42'15" EAST, 281.12 FEET TO A POINT 25.00 FEET SOUTHERLY FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE

NORTHEAST 1/4; THENCE SOUTH 89°14'25" EAST, PARALLEL WITH SAID NORTH LINE 654.09 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 25.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; LESS THE EAST 35.50 FEET THEREOF.

AND

PARCEL 6 - PARKER JR. PARCEL (ORB 10536, PG 644)

LOTS 14 AND 15, BLOCK 1, SHADY OAKS SUBDIVISION, ACCORDING TO PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 7 - CASTO PARCEL (ORB 22319, PG 1519)

LOTS 3 AND 4, BLOCK 1, SHADY OAKS SUBDIVISION, ACCORDING TO PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 8 - HAGIN PARCEL (ORB 24307, PG 151)

LOT 5, BLOCK 1, SHADY OAKS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE(S) 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 9 - TREND PARCEL (ORB 16057, PG 501)

THAT PART OF THE WEST 30 FEET OF THE EAST 60 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF RHODINE ROAD.

AND

PARCEL 10 - JOHNSON PARCEL (ORB 24650, PG 1191)

LOT 13, BLOCK 1, SHADY OAKS SUBDIVISION PLATTED SUBDIVISION - NO IMPROVEMENTS, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 11 - JAYROE PARCEL

PARCEL 1 (ORB 14283, PG 356)- THE WEST 380.00 FEET OF THE SOUTH 590.00 FEET OF THE NORTH 1749.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA: AND THE EAST 280.00 FEET OF THE WEST 630.00 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 1369.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 80.00 FEET OF THE NORTH 1191.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA., LESS THE EAST 60.00 FEET THEREOF.

PARCEL 2 (ORB 14279, PG 1859) - THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE EAST 60.00 FEET THEREOF; AND LESS THE NORTH 1159.85 FEET THEREOF; AND LESS THE WEST 840.00 FEET OF THE SOUTH 590.00 FEET OF THE NORTH 1749.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; AND LESS THE FOLLOWING DESCRIBED PARCEL: THE EAST 210.00 FEET OF THE WEST 1050.00 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 1369.85 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA. TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 80.00 FEET OF THE NORTH 1191.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE EAST 60.00 FEET THEREOF.

AND

PARCEL 12 - SMITH PARCEL (ORB 22342, PG 1166):

THE SOUTH 590.00 FEET OF THE NORTH 1749.85 FEET OF THE EAST 460.00 FEET OF THE WEST 840.00 FEET OF WEST 1/2 THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE NORTH 210.00 FEET OF THE WEST 250.00 FEET THEREOF, SUBJECT TO A EASEMENT IN COMMON WITH OTHERS FOR THE PURPOSE OF INGRESS AND EGRESS, AND UTILITIES, TOGETHER WITH A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 80.00 FEET OF THE NORTH 1191.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, LESS THE EAST 60.00 FEET THEREOF.

AND

PARCEL 13 - KNEPP PARCEL (ORB 24713, PG 1285):

THAT PORTION OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF RHODINE ROAD AND THE SOUTH LINE OF SAID SECTION 35, DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, THENCE SOUTH 89°45'16" WEST, (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SECTION 35, 72.60 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF RHODINE ROAD WHICH LIED ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE (HAVING FOR ITS ELEMENTS A RADIUS OF 1959.857 FEET AND A DELTA ANGLE OF 13°17'46") 454.81 FEET TO A POINT THROUGH WHICH A RADIAL LINE BEARS SOUTH 26°30'43" EAST, THENCE SOUTH 30°06'07" EAST, 184.53 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 35; THENCE NORTH 89°15'39" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 446.84 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE NORTH 640.39 FEET OF THE WEST 446.81 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 14 - LEHMAN PARCEL (BY KING ENGINEERING)

LOT 6, BLOCK 2, SHADY OAKS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 15 - GUTIERREZ PARCEL (ORB 24152, PG 304):

LOT 12, BLOCK 1, SHADY OAKS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

PARCEL 16 - ZABEL PARCEL (ORB 6963, PG 363)

PARCEL I: THE SOUTH 422.92 FEET OF THE EAST 446.19 FEET OF THE WEST 893 FEET OF THE NORTH 1,127.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE EAST 150.00 FEET.

PARCEL II: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 80 FEET OF THE NORTH 1,191.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE EAST 60.00 FEET THEREOF.

AND

PARCEL 17 - EDWARDS PARCEL (ORB 17868, PG 1551)

THE SOUTH 487.46 FEET OF THE NORTH 1,127.85 FEET OF THE WEST 446.81 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

TOGETHER WITH

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 80 FEET OF THE NORTH 1,191.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, LESS THE EAST 60 FEET THEREOF, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

RESOLUTION 2020-27

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT
ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH
CHAPTER 120.54(5), FLORIDA STATUTES.**

WHEREAS, the Belmond Reserve 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 Hillsborough County, Florida; and

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

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set February 6, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

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

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as
 Exhibit “A”.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2019.

**BELMOND RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RULES OF PROCEDURE

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

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RULES OF PROCEDURE
BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

- (1) Belmont Reserve Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. A Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
 - (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote

on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District as required by Florida Law and will include, as applicable:

- (a) The date, time and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop 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 the appeal is to be based.
 - (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business
 - Staff reports
 - (a) District Counsel
 - (b) District Engineer

(c) District Manager
Supervisor's requests and comments
Audience Questions and Comments
Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.

- (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a

statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: s.s. 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services

(as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) 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.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.

2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.

- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office or website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office or website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office or website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to

Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such persons who provide their name and address to the District Manager for inclusion on the list, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:
1. The ability and adequacy of the professional personnel employed by each firm.
 2. Each firm's past performance for the District in other professional employment settings.
 3. The willingness of each firm to meet time and budget requirements.
 4. The geographic location of each firm's headquarters or office in relation to the project.
 5. The recent, current, and projected workloads of each firm.
 6. The volume of work previously awarded to each firm.
 7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office or website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
 - (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Belmond Reserve Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. 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 to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. 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 to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a

design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
 - 3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:

- (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
- (b) Hold all required applicable federal licenses in good standing, if any;
- (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective February 6, 2020.

RESOLUTION 2020-28

THE ANNUAL APPROPRIATION RESOLUTION OF THE BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING DECEMBER 11, 2019, (THE “EFFECTIVE DATE” OF THE ORDINANCE) AND ENDING SEPTEMBER 30, 2020 APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) a proposed budget for the budget year beginning December 11, 2019 (the effective date of the Ordinance) and ending September 30, 2020, along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (“**Proposed Budget**”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set February 6, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Budget Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2019/2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Budget for the Belmond Reserve Community Development District for the Fiscal Year Beginning December 11, 2019, and Ending September 30, 2020," as adopted by the Board of Supervisors on February 6, 2020.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning December 11, 2019, and ending September 30, 2020, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$_____

TOTAL ALL FUNDS \$_____*

*Not inclusive of any collection costs.

Section 3. Budget Amendments

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

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within five (5) days after adoption.

Section 4. Budget Funding Agreement

The form of the Budget Funding Agreement, attached as **Exhibit "B"** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2019/2020.

Section 5. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Belmond Reserve Community Development District.

PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2020.

ATTEST:

**BELMOND RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Assistant Secretary

By: _____
Print Name: _____
Chair / Vice Chair

Exhibit A: 2019/2020 Budget
Exhibit B: Budget Funding Agreement

2020



BELMOND RESERVE
COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020
FINAL ANNUAL OPERATING BUDGET

DECEMBER 20, 2019



BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020 FINAL ANNUAL OPERATING BUDGET

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DECEMBER 20, 2019

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Belmond Reserve Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned **communities. The CDD also is a mechanism that provides a “solution” to the State’s needs** for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs **represent a major advancement in Florida’s** effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2020, which begins on October 1, 2019. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

BELMOND RESERVE

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2020 Final Operating Budget
REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-Tax Roll	0.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$0.00
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner Direct Funding	376,000.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCE	\$376,000.00
OTHER MISCELLANEOUS REVENUES	
Miscellaneous	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$376,000.00
EXPENDITURES	
FINANCIAL & ADMINISTRATIVE	
District Management	19,100.00
District Engineer	8,400.00
Disclosure Report	5,000.00
Trustees Fees	4,200.00
Auditing Services	2,500.00
Accounting Services	9,000.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,100.00
Legal Advertising	10,000.00
Bank Fees	425.00
Dues, Licenses & Fees	175.00
Miscellaneous Fees	125.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$61,525.00
LEGAL COUNSEL	
District Counsel	4,250.00
TOTAL DISTRICT COUNSEL	\$4,250.00
UTILITY SERVICES	
Electric Utility Services - Streetlights	175,635.00
Electric Utility Services - All Others	6,370.00
TOTAL UTILITY SERVICES	\$182,005.00
WATER-SEWER COMBINATION SERVICES	
Water Utility Services	10,615.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$10,615.00
OTHER PHYSICAL ENVIRONMENT	
Waterway Management System	23,350.00
General, Property & Casualty Insurance	5,095.00
Landscape Maintenance	53,075.00
Miscellaneous Landscape	6,370.00
Plant Replacement Program	10,615.00
Irrigation Maintenance	4,240.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$102,745.00
ROAD & STREET FACILITIES	
Pavement & Drainage Repairs & Maintenance	14,860.00
TOTAL ROAD & STREET FACILITIES	\$14,860.00
TOTAL EXPENDITURES	\$376,000.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00

*** EXCLUDES 2% MANATEE COUNTY COLLECTION COST

*** EXCLUDES 4% EARLY PAYMENT DISCOUNT

FISCAL YEAR 2020

PROPOSED ANNUAL OPERATING BUDGET

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Website Administration

This is for maintenance and administration of the District's official website.

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

BELMOND RESERVE
COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS⁽¹⁾

Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit	FY 2020 Total Assessment
ASSESSMENT AREA ONE - SERIES 2020					
Single Family 40'	1.00	376		\$1,065.00	\$1,065.00
Subtotal		376			
TOTAL		376			

Notations:

⁽¹⁾ Annual assessments include Hillsborough County collection costs and statutory discounts for early payment.

FISCAL YEAR 2020
FINAL ANNUAL OPERATING BUDGET

Belmond Reserve Community Development District
Fiscal Year 2019/2020 Budget Funding Agreement

This Agreement is made and entered into as of the 6th day of February, 2020, by and between the **Belmond Reserve Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**District**”) and **Rhodine Development, LLC**, a Florida limited liability company, its successors and assigns, authorized to do business in the State of Florida, (the “**Developer**”) whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, (the “**Developer**”).

Recitals

WHEREAS, the District was established by the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining public 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, the Developer presently owns all real property, as more particularly described in **Exhibit “A”** attached hereto, (the “**Property**”) within the District, which Property will benefit from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year 2019/2020, which commences on December 11, 2019, the effective date of the ordinance, and concludes on September 30, 2020 (the “**Budget**”); and

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

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

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy non ad valorem special assessments as authorized by law against the Property to pay for the activities, operations and services of the District as set forth in **Exhibit “B”**.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2019/2020 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____ in accordance with the Budget attached hereto as **Exhibit “B”** as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **Budget Revisions.** The District and Developer agree that the Budget shall be revised at the end of the 2019/2020 fiscal year to reflect the actual expenditures of the District for the period beginning on December 11, 2019, the effective date of the ordinance, and ending on September 30, 2020. The Developer shall not be responsible for any additional costs other

than those costs provided for in the Budget. However, if the actual expenditures of the District are less than the amount shown in the Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Amendments. This instrument constitutes 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.

4. Authority. 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.

5. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

6. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

7. Third Parties. This Agreement is solely for the benefit of the parties hereto 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.

8. Governing Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

9. Interpretation. 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.

10. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2019/2020 fiscal year on September 30, 2020. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. Costs and Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Attest:

**Belmond Reserve Community
Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Witnesses:

Rhodine Development, LLC
a Florida limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

BELMOND RESERVE
COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: January 30, 2020
12:00PM

Submitted to:

Belmond Reserve
Community Development District
c/o District Manager
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431
Tel (561) 994-9299
(800) 229-4728
Fax (561) 994-5823
tgrau@graucpa.com
www.graucpa.com



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

January 30, 2020

Belmond Reserve Community Development District
c/o District Manager
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2020-2022, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Belmond Reserve Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. First, we ensure that the transition to a new firm is as smooth and seamless as possible. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

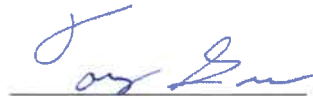
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates

A handwritten signature in blue ink, appearing to read 'Antonio J. Grau', is written over a horizontal line.

Antonio J. Grau

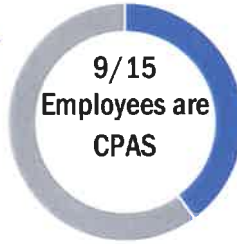
Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



2005

Year founded



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Services Provided



Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality

AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



FICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs



AICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs

March 2, 2017

Antonio Jose Grau Jr, CPA
Grau & Associates
2700 N Military Trl Ste 350
Boca Raton, FL 33431

Dear Mr. Grau:

It is my pleasure to notify you that on March 2, 2017 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Paul N. Brown, CPA, CGMA
Director of Technical Services

cc: Daniel Joseph Hevia, CPA

Firm Number: 4390114

Review Number: 474720

325 W. College Ave. P.O. Box 5437 Tallahassee, FL 32314 (850) 224-2727 (800) 342-3197 Fax: (850) 222-8190 www.ficpa.org



PEER REVIEW PROGRAM

is proud to present this
Certificate of Recognition
to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair
AICPA Peer Review Board
2016



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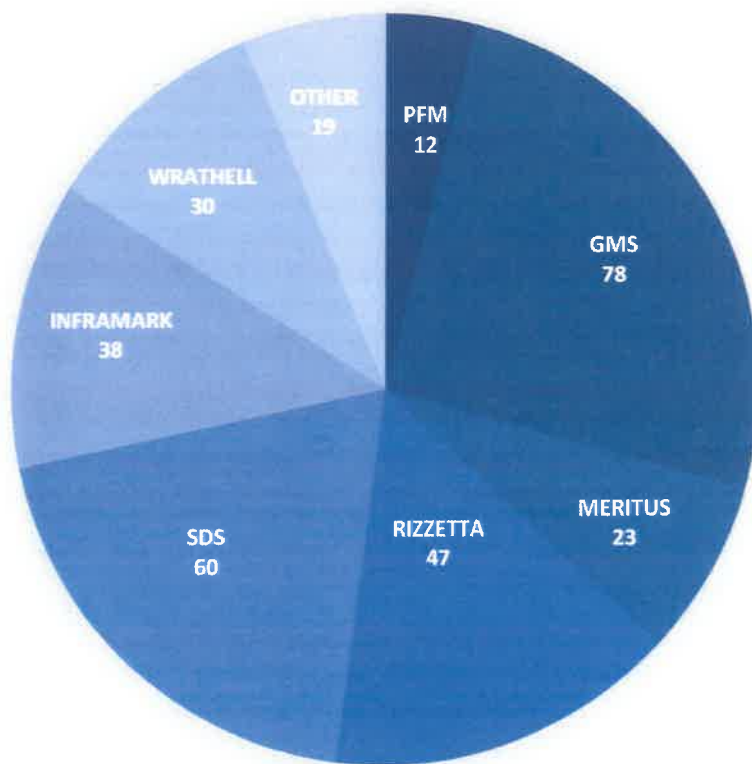


Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing
Audits: 30+
CPE (last 2 years):
Government
Accounting, Auditing:
66 hours; Accounting,
Auditing and Other:
25 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing
Audits: 14+
CPE (last 2 years):
Government
Accounting, Auditing:
59 hours; Accounting,
Auditing and Other:
45 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I,II,IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
City of Boca Raton Financial Advisory Board Member

Florida Government Finance Officers Association
Government Finance Officers Association Member

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

66
25
91 (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact : rmcintosh@graucpa.com | (561) 939-666

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:

Carlton Lakes Community Development District
Golden Lakes Community Development District
Rivercrest Community Development District
South Fork III Community Development District
TPOST Community Development District

Westchase Community Development District
Monterra Community Development District
Palm Coast Park Community Development District
Long Leaf Community Development District
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
Indian Trail Improvement District
Pinellas Park Water Management District
Ranger Drainage District
South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee
FGFOA Palm Beach Chapter

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other

Total Hours

Hours

59

45

104 (includes of 4 hours of Ethics CPE)

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We typically begin our audit process with an entrance conference before the onsite fieldwork begins. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis. Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2020-2024 are as follows:

Year Ended September 30,	Fee
2020	\$2,800
2021	\$2,900
2022	\$3,000
2023	\$3,100
2024	<u>\$3,200</u>
TOTAL (2020-2024)	<u>\$15,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓	✓	9/30
Florida Green Finance Authority	✓			✓	9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓			✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓			✓	9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓			✓	9/30
Ranger Drainage District	✓			✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓	✓	✓	✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
West Villages Independent District	✓		✓	✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	333	4	5	332	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Belmond Reserve Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

RESOLUTION 2020-29

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
BELMOND RESERVE COMMUNITY DEVELOPMENT
DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF
THE LANDOWNERS ELECTION OF SUPERVISORS HELD
PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES,
ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD
OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on December 18, 2019, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the February 6, 2020 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF BELMOND RESERVE
COMMUNITY DEVELOPMENT DISTRICT:**

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

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes: _____
Seat 2	_____	Votes: _____
Seat 3	_____	Votes: _____
Seat 4	_____	Votes: _____
Seat 5	_____	Votes: _____

SECTION 3. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years: _____
Seat 2	_____	Years: _____
Seat 3	_____	Years: _____
Seat 4	_____	Years: _____
Seat 5	_____	Years: _____

SECTION 4. Said terms of office commenced on February 6, 2020.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2020.

ATTEST:

**BELMOND RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RESOLUTION 2020-30

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF BELMOND
RESERVE COMMUNITY DEVELOPMENT DISTRICT,
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

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

_____	Chairman
_____	Vice-Chairman
<u>Brian Lamb</u>	Secretary
<u>Eric Davidson</u>	Treasurer
<u>Brian Howell</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2020.

ATTEST:

**BELMOND RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

**Belmond Reserve Community
Development District**

Bond Validation Report of the
District Engineer



Prepared for:
Board of Supervisors
Belmond Reserve Community
Development District

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

December 11, 2019



1.0 INTRODUCTION

The Belmond Reserve Community Development District (“the District”) encompasses approximately 187 acres in Hillsborough County, Florida. The District is located within Section 2, Township 31 South, Range 20 East and is vacant land with various abutting subdivisions.

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

2.0 PURPOSE

The District was established by Hillsborough County Ordinance 19-29 effective on December 11, 2019 for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Bond Validation Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities being planned within the District.

See Appendix B for the Zoning Final Conditions of Approval.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner Rhodine Development, LLC currently plans to build 376 residential units. The possible major public improvements and community facilities include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

See Appendix B for the Concept Plan.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

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

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District’s water management and control is regulated by the City of Lakeland and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

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



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

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

Water management and control systems will be designed in accordance with SWFWMD and Hillsborough County technical standards. The District is anticipated to own and maintain these facilities.

4.2 WATER SUPPLY

The District is located within the Hillsborough County Utilities' service area which will provide water supply for potable water service and fire protection to the property. The water supply improvements are anticipated to include looped water mains which will supply potable water and service and fire protection to the District. Off-site improvements may be required to provide service to the District from the northeast.

The water supply systems will be designed in accordance with the Hillsborough County Utilities technical standards. It is anticipated that Hillsborough County Utilities will own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Hillsborough County Utilities' service area which will provide sewer and wastewater management service to the District. The sewer and wastewater management improvements are anticipated to include a gravity sanitary sewer system within the road rights of way and pumping stations that will connect to existing facilities. Off-site improvements may be required to provide service to the District.

All sanitary sewer and wastewater management facilities will be designed in accordance with the Hillsborough County Utilities' technical standards. It is anticipated that Hillsborough County Utilities will own and maintain these facilities.



4.4 DISTRICT ROADS

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.

All roads will be designed in accordance with Hillsborough County standards and are anticipated to be owned and maintained by the Hillsborough County Utilities.

4.5 PARKS AND RECREATIONAL FACILITIES

Parks and recreation facilities are planned throughout the community and will be owned and maintained by the District.

4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION

Community entry monumentation and landscape buffering and screening will be provided at several access points into the District. Irrigation will also be provided in the landscaped common areas.

It is anticipated that these improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Hillsborough County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenity's design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities covering City of Lakeland infrastructure may also be required.

These fees associated with public improvements may be funded by the District.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities.



6.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District.

The planning and design of the District will be in accordance with current governmental regulatory requirements.

Items of construction cost in this report are based on our review and analysis of the conceptual site plans for the development and recent costs expended in similar projects of nature and size. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in the City of Lakeland. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

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

Tonja L. Stewart, P.E.

Florida License No. 47704



BELMOND RESERVE CDD

Bond Validation Report of the District Engineer
December 11, 2019

Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT



Appendix B CONCEPT PLAN



BELMOND RESERVE CDD

Bond Validation Report of the District Engineer
December 11, 2019

Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES



BELMOND RESERVE CDD

Bond Validation Report of the District Engineer
December 11, 2019

Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT



LEGAL DESCRIPTION

PARCEL 1 - STILLWELL PAR

[illegible]

A PARCEL OF LAND LYING WITHIN SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 20 EAST; AND A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, ALL BEING IN HILLSBOROUGH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

PANEL 2: (OH 2022). PG 1801. THE POINT 84 FEET OF THE NORTH 1,195.95 FEET OF THE WEST 1/2 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, LESS THE EAST 10 FEET THEREOF, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

THE EAST 1/2 OF THE FOLLOWING DESCRIBED TRACT OF LAND, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF ARDHOKE ROAD THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF ARDHOKE ROAD TOGETHER WITH OFFICIAL RECORD BOOK 1391, PAGE 1870)

PACED A. A. RAYNES, OF LAND LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH OFFICIAL RECORD BOOK 1391, PAGE 82)

THE EAST 1/2 OF THE FOLLOWING DESCRIBED TRACT OF LAND, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF ARDHOKE ROAD THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF ARDHOKE ROAD TOGETHER WITH OFFICIAL RECORD BOOK 1391, PAGE 1870)

[illegible][illegible][illegible]

PARCEL 6 - PARKER JR PARCEL (DB 10536, PG 644)
LOTS 14 AND 15, BLOCK 1, SHADY OAKS SUBDIVISION, ACCORDING TO PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA
AND

AND
PARCEL B - MARY PARCEL (ON 2-29-77, PG 151)
LOT 5, BLOCK 1, SHADY OAKS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK #2, PAGE(S) 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

PARCELS 9 - "TRINIDAD PARCELS" (208 19572 AC. 531)
THAT PART OF THE WEST 30 FEET OF THE EAST 60 FEET OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF MOONBONE ROAD.

AND
PARENT, to - JOHNSON MACE, (088 24650, PG 113)
LOT 13, BLOCK 1, SPAIN ROAD SUPERSTITION PLANTED SUPERSTITION - NO IMPROVEMENTS, ACCORDING TO MAP ON PLANT THESOR AS RECORDED IN PLANT BOOK B3, PAGE 7, OF THE PUBLIC RECORDS OF
HARRISBURG COUNTY, PENNSYLVANIA

[illegible][illegible][illegible]

PARCEL 14 - LEHMAN PARCEL (BY KING ENGINEERING)

DO NOT RECORD ANY OTHER INFORMATION, INCLUDING TO WHOM OR FOR WHOM THE RECORD IS BEING MADE, IN THIS SPACE.

LOT 12, BLOCK 1, SHOOT OAKS SUBDIVISION, ACCORDING TO MAP ON PLAT THEREOF AS RECORDED IN PLAT BOOK 83, PAGE 7, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

MARCEL 14 - ELMER MARCEL (DOB 09/23, PG 303)

AND

PANEE 1: THE SOUTH 42.51 FEET OF THE EAST 44.11 FEET OF THE WEST 99.3 FEET OF THE NORTH 1,127.85 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST HILSDENBOUGH COUNTY, FLORIDA, LESS THE EAST 150.00 FEET.

PANEE 2: A NON-EXCLUSIVE EASEMENT FOR ROADS AND EGRESS WENT AND ACROSS THE SOUTH 80 FEET OF THE NORTH 1,191.88 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILSDENBOUGH COUNTY, FLORIDA, LESS THE EAST 60.00 FEET THEREOF.

AND
PARCEL 17 - EDWARDS PARCEL (008 17866 PG 1551)

THE SOUTH 487.46 FEET OF THE NORTH 1,127.16 FEET OF THE WEST 444.81 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA TOGETHER WITH, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 40 FEET OF THE NORTH 1,131.85 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, BEING IN HILLSBOROUGH COUNTY, FLORIDA.

RHODINE ROAD PROPERTY

EISENHOWNER PROPERTY GROUP

CDD EXHIBIT

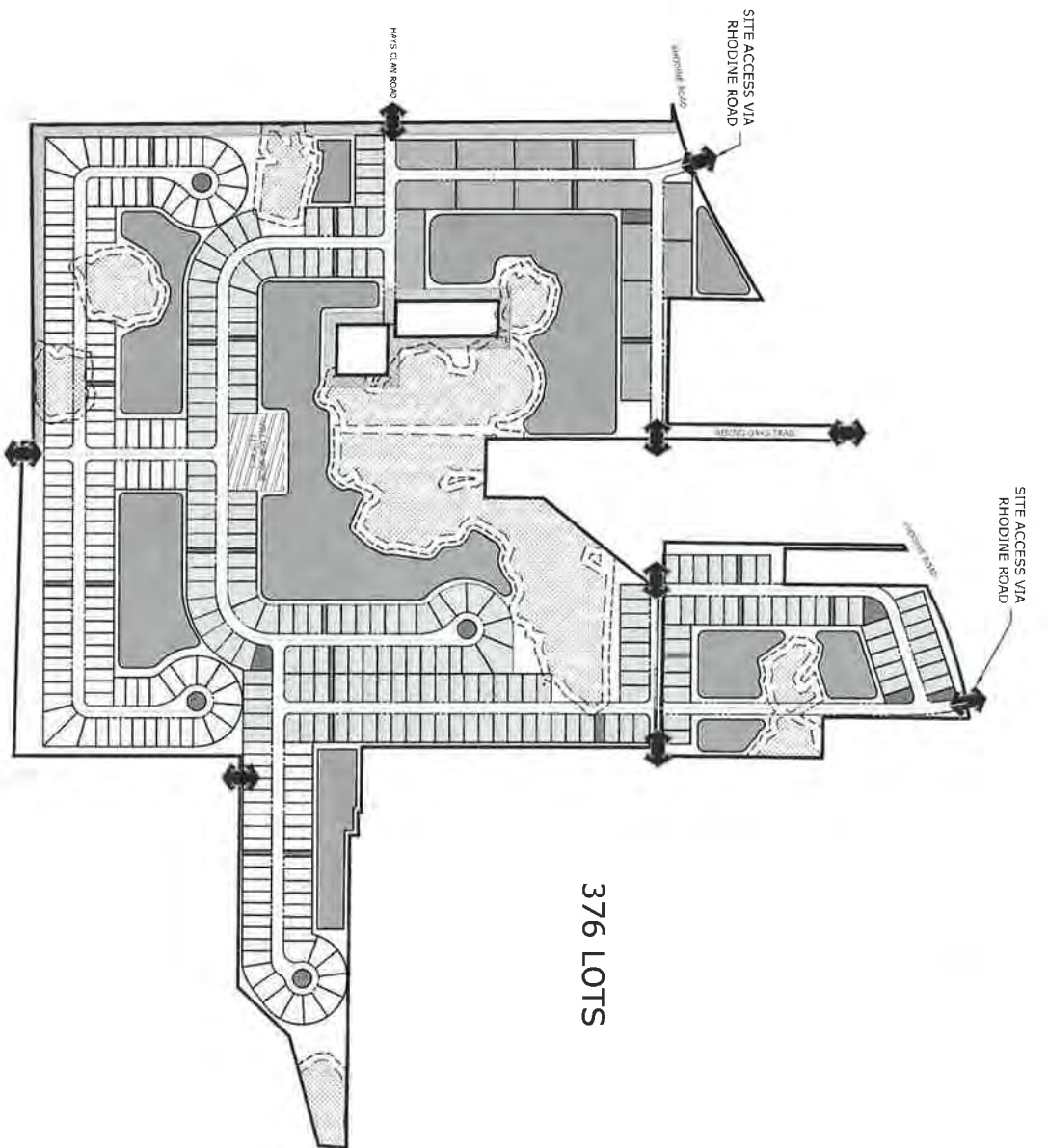
King

4921 Memorial Highway One Memorial Center, Suite 300
Tampa Florida 33614
Phone: (813) 880-8881 Fax: (813) 880-8882
www.kingengineering.com
Engineering License #2610





Appendix B CONCEPT PLAN



376 LOTS





BELMOND RESERVE CDD

Bond Validation Report of the District Engineer
December 11, 2019

Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

**Belmond Reserve
Community Development District
Proposed Infrastructure Costs**

<u>Description</u>	<u>District Estimated Cost</u>
Amenities	\$ 4,512,000
Roads	\$ 3,008,000
Stormwater Management	\$ 5,264,000
Utilities	\$ 1,804,800
Off-Site Improvements	\$ 451,200
TOTAL	\$ 15,040,000



Belmond Reserve Community Development District

Request for Qualifications for Engineering Services

January 30, 2020



Stantec Pavilion Park West Community Development District



Stantec Consulting Services Inc.
777 S. Harbour island Blvd. Suite 600
Tampa, Florida 33602

January 30,2020

Brian Lamb
District Manager, Belmond Community Development District
c/o Meritus
2005 Pan Am Circle
Suite 300
Tampa, 33607

Dear Brian,

Reference: Request for Qualifications for Engineering Services, Belmond Reserve Community Development District

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit its qualifications for Professional Engineering Services for the Avalon Park West Community Development District (CDD), in response to your recent request for additional firm information. In short, the Stantec team is qualified to perform this project due to the following:

- **Previous experience providing district engineering services for numerous West Central Florida-based CDD's/** familiarity with development and staff.
- A seasoned firm, specializing in community development district engineering contracts that **offers an experienced set of eyes for this community's needs.**
- Extensive professional experience with community development districts throughout the Central Florida Region; **over 30 current contracts with CDD's.**
- **A broad range of in-house capabilities and resources** including planning, civil/site engineering, structural engineering, transportation and roadway engineering, survey, GIS, and ecological capabilities.
- **A local Tampa office.**

Stantec is currently providing numerous West Central Florida-based CDD's with professional consulting engineering services and we would really value continuing this relationship with Meritus. Having worked with Meritus for numerous years, we have accumulated a depth of knowledge and history of how you prefer your CDD contracts to be managed. We care about the community and want to make every attempt to provide high quality, reasonably priced consulting services for the District. This commitment truly separates Stantec from all the competing firms. Stantec has staff that exclusively provides services to CDD's, and this commitment means that there is no other priority, and our response time to residents' questions, Board of Supervisors' requests, and District Manager issues is immediate. Also, due to the number of CDD clients, Stantec provides the most efficient services at the most competitive cost.

Stantec is also proud that many CDD clients are fully resident controlled and that we have broad experience in providing the necessary services for infrastructure maintenance needed by the resident board, as well as design services for new projects. Stantec offers community development districts a full scope of services that includes, but is not limited to, the following:

- Stormwater Management Systems and Facilities (including erosion repair)
- Water and Sewer Systems and Facilities
- Landscaping, Street Lighting Design and Plans
- Environmental Permitting
- Government Permitting
- Cost Estimates and Bidding Assistance

- Water Conservation Studies and Design/NPDES Experience
- Water Supply Studies
- Contract Management and Inspection Services
- Expert Witness Testimony
- Irrigation System Plans and Design
- Roadways/Traffic Control Measures

Since 1956, Stantec has grown with Florida, serving both private and public sector clients statewide. With over 400 employees strategically located throughout Florida, Stantec has the talent, flexibility, and resources to provide exceptional services to the Avalon Park West CDD.

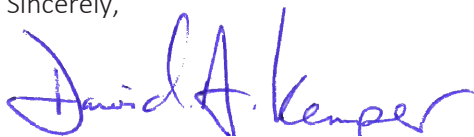
Each of the key members of Stantec's project team has extensive experience in the engineering, planning, design, and construction of residential projects. Key personnel for the project would include David A. Kemper, P.E., as Principal-in-Charge; Tonja L. Stewart, P.E., as District Engineer/ Senior Project Manager; Vanessa Nurse, as Administrative Support and Mark H. Foster, PSM as Surveyor; and other Stantec administrative, CAD, and technical support personnel, as needed.

TONJA L. STEWART, P.E. - Project Manager

A Senior Project Manager at Stantec and a Florida-registered Professional Engineer, Ms. Stewart offers more than 30 years of experience in a broad range of civil engineering projects, including managing over 30 CDD District Engineering contracts within the Tampa Bay region. She has been responsible for residential, commercial, and industrial site design; including stormwater management, drainage, roadway, water transmission systems, wastewater collection systems, and wetland and flood plain mitigation. Ms. Stewart's credentials include construction management for many of her projects which have entailed inspections, testing, and certification. Her responsibilities include providing coordination with project consultants, including geotechnical engineers, environmental scientists, surveyors, archaeologists, attorneys, and title companies. She also provides support services for re-zonings, annexations, DRIs, and land-use amendments.

Stantec looks forward to hearing from you regarding your selection, and we look forward to continuing to serve as District Engineer for the Epperson II Community Development District.

Sincerely,



David A. Kemper, P.E., Senior Principal



Our Firm

Firm Overview

The Stantec community unites more than 22,000 specialists working in over 400 locations. We collaborate across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

At Stantec we understand innovation, collaboration, and a strong vision are necessary to create successful projects in the Single and Multi-Unit Family Residential Developments Sector. Our goal in each project is to provide social, environmental, and economic benefits in keeping with the physical site conditions, public expectations, and market realities of the project.

We offer the complete range of professional planning and design services necessary to carry property through planning, approvals and permitting, to design and construction. Stantec's team of experts includes urban planners, civil engineers, and environmental scientists. This team designs distinguished new towns and communities and provides ongoing support to include Community Development District Engineering Contracts. We have earned a strong reputation for helping nationally recognized clients realize the maximum potential of their vision and investment.

Transforming Land

Developing land into a residential or mixed-use community or a public space with parks and trails requires a mix of technical skill and creative vision, as well as insight into development. We merge this expertise to create value for our clients and community.

Our knowledge of the industry runs deep; we know our communities, the local political climate, and the policies that impact a project's progress so we can guide you through the development process. And, we're with you from beginning to end.

Our surveyors, engineers, and transportation experts lay the groundwork for infrastructure, while our planners create designs using knowledge of local regulations to navigate approvals. Our environmental scientists restore and preserve sites. Our public participation experts engage stakeholders to build consensus. And our landscape architects, and project managers bring designs to life. Together, we cover all aspects of land development while balancing what's important to the community and the environment.

We develop spaces of distinct and local character through the following suite of services:

- Planning
- Civil Engineering
- Landscape Architecture
- Surveys/Geomatics
- Urban Design
- Public Consultation
- Architecture/Buildings Engineering
- Construction Administration
- Environmental Management & Infrastructure
- Geotechnical Engineering
- Transportation Planning & Traffic Engineering

Ability of Applicants Professional Personnel

Stantec offers a team that Meritus' staff is familiar through our other district engineering at South Fork III, Carlton Lakes, Summit at Fern Hill and Ventana to name a few. **Tonja Stewart** will be our Project Manager, and she personally brings over two decades of experience in the management of over 30 community development district engineering contracts. She truly embodies the specific expertise to successfully execute this contract. She is joined by a team of professionals that have worked with her on previous community development district contracts, and thus, the entire Stantec team knows how to successfully execute task orders for this type of contract.

Time and Budget Requirements

We give our contract manager full authority to directly commit staff and resources throughout the company.

The contract manager also acts as the "traffic cop" for task assignments and is able to internally coordinate the assigning of tasks to the most qualified personnel, expediting the process and qualifying the assigned staff simultaneously. If the schedule or scope changes during the delivery of any project, our contract manager can coordinate the necessary changes directly with the CDD staff to provide immediate response to your needs, and minimize the effect on the schedule, budget, and quality of work. One of our main objectives is to facilitate the CDD Project Manager's oversight of the projects- be an extension of YOUR staff. This commitment includes four basic concepts:

- Identify, understand, and utilize available technical information (don't reinvent the wheel).
- Maintain the same core team throughout each project to improve efficiency and quality of project delivery.
- Identify the critical path at the proposal phase, and develop realistic schedule and budget.
- Emphasize strong project management to implement a quality project within the agreed upon schedule and budget.

Preparation and Use of a Task-Specific Detailed Work Plan

At Stantec we call our plan for project success a "Work Plan". This job specific work plan includes a fully detailed, resources-loaded schedule that includes all tasks, production activities, permitting milestones, and deliverables included in the scope of work for each task assignment. This work plan also includes both personnel and equipment resources that will be needed, along with their cost elements. This will allow the work plan to be balanced against the project budget. In this way as changes are made to the schedule, financial impacts of those changes can be evaluated. The work plan is the way

Tonja as our Project Manager and team leaders can assure the CDD staff that we will deliver each project as contracted. We have an internal checks and balances system of QA/QC that ensures redundancy at every stage and allows for senior staff to oversee the quality of documents and execution of design during construction.

Past Experience and Performance

Stantec has provided district engineering services for over 50 CDD's in the state of Florida. Our experience in these types of contracts is unparalleled by other professional service firms. Please see SF 330 for further detailed information.

Commitment to Community

Stantec's key qualifications in the comprehensive planning and design of residential developments include:

- Over \$1 billion of capitalization in Florida
- Prime consultant for more than 60 Planned Communities, encompassing more than 50,000 acres and 80,000 residential units.
- District Engineer for over 50 community development districts in the state of Florida
- New town developments have included site work for housing, recreation and commercial components.



We create the
communities that
we'd want to call
home.

Our reputation for planning, design and scientific expertise is unparalleled in Florida. We work closely with state and federal governmental agencies early in the design process to obtain their input and concerns. We are particularly strong in offering close relationships with Pasco County, SWFWMD, and other local permitting agencies.

Applying experience and leading technologies, our professionals and technical staff transform land into viable projects, creating a responsible fit between physical site conditions, fiscal requirements, and environmental constraints.

Our services are provided on projects around the world through approximately 22,000 employees operating out of more than 400 locations in North America and 4 locations internationally. Our multiple office locations allow for easy management of projects in multiple locations (we have 13 in Florida alone). **These types of projects are a specialty at Stantec.** We understand how CDD's operate because we've experienced large, single-family development from the planning stages, through design, permitting and ultimately, construction. These types of developments are truly at the core of what we do as a firm.

Commitment to Providing District Engineering for Communities

We offer Belmond Reserve Community Development District the expertise of a team that has worked on over 50 Community Development Districts providing District Engineering services. Our track record is unsurpassed in the state for managing district engineering contracts and our Project Manager, Tonja Stewart, is personally known to you and has dedicated her over two decades of experience in managing these types of contracts.

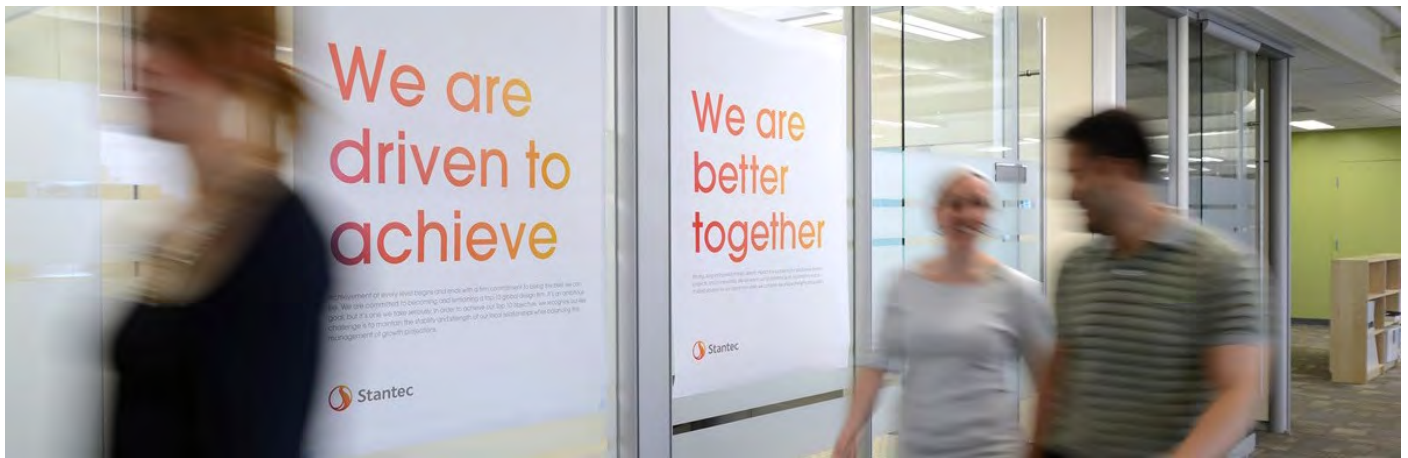
We are a full-service team, available in-house and are ready to serve this contract. The following is a list of our current CDD Contracts, all managed by our local staff.

- Arbor Greene CDD, City of Tampa
- Ballantrae CDD, Pasco County
- Cheval West CDD, Hillsborough County
- Cypress Creek CDD, Hillsborough County
- Eastlake Oaks CDD, Pinellas County
- Epperson Ranch CDD, Pasco County
- Estancia at Wiregrass CDD, Hillsborough County
- Gramercy Farms CDD, Osceola County
- Hammocks CDD, City of Tampa

- Heritage Harbor CDD, Hillsborough County
- Hidden Creek, Hillsborough County
- K Bar Ranch CDD, City of Tampa
- Meadow Pointe CDD, Pasco County
- Meadow Pointe III CDD, Pasco County
- Meadow Pointe IV CDD, Pasco County
- Northwood CDD, Pasco County
- Oakstead CDD, Pasco County
- Park Creek CDD, Hillsborough County
- Parkway Center CDD, Hillsborough County
- Rivercrest CDD, Hillsborough County
- Union Park CDD, Pasco County
- Zephyr Lakes, Pasco County

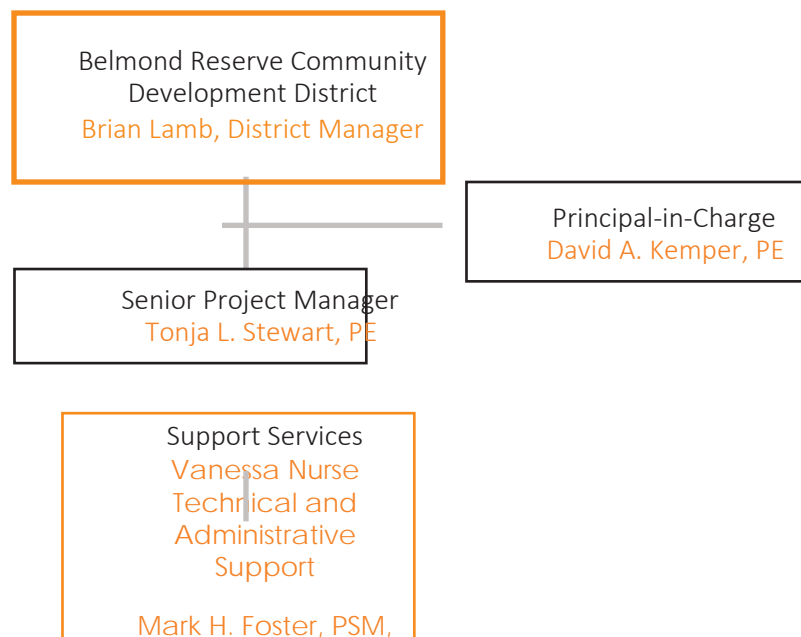
We are confident that we can provide high quality service to Belmond Reserve for the Professional Engineering Contract. You are familiar with our team and we pride ourselves on adhering to the utmost standard on client service. The following pages showcase our areas of expertise necessary to fully execute our high level of service to Belmond Reserve and they are representative of our Tampa office's staff capabilities.

**1.5 million acres our
land planners, landscape
architects, and other
professionals have
master planned**



Team Organization

The organization chart below indicates the names of specific staff proposed for this project. Our team offers local, site-specific experience and expertise in community development district engineering contracts. Our proposed Project Manager Tonja Stewart, is personally known and respected by your organization and staff, along with the local community. We will have no learning curve working together on this district engineering contract.



Key Personnel Overview

Tonja Stewart, PE **Project Manager**

Tonja is highly experienced in a broad range of civil engineering projects that include a specialty in managing community development district engineering contracts. Her responsibilities in managing the contracts include providing coordination with key disciplines like environmental scientists, surveyors, archaeologists, attorneys, and title companies. She has experience with residential, commercial, and industrial site design, including stormwater management, drainage, roadway, water transmission systems, wastewater collection systems, and wetland and flood plain mitigation. She is highly respected for the work she has done on over 30 community development districts within the Tampa Bay Region.

David Kemper, PE **Principal-In-Charge**

Dave's professional experience includes management and design of residential, office, commercial, industrial, institutional, recreational, and mixed-use projects. He has extensive experience in coordinating the efforts of a multi-disciplined team to address all aspects of the site development including planning/zoning, survey, geotechnical, environmental, biology, traffic, and landscape architecture. This includes a particular emphasis on providing the engineering design after large scale and complex projects have been conceptualized.

Mark Foster, PSM **Land Surveyor**

Mark has served in various surveying roles throughout his career, including survey party chief, survey technician, field crew supervisor, project surveyor and survey project manager. His current responsibilities include client coordination, preparation of proposals, management of projects, supervision of field and office personnel and preparation of survey maps and reports.

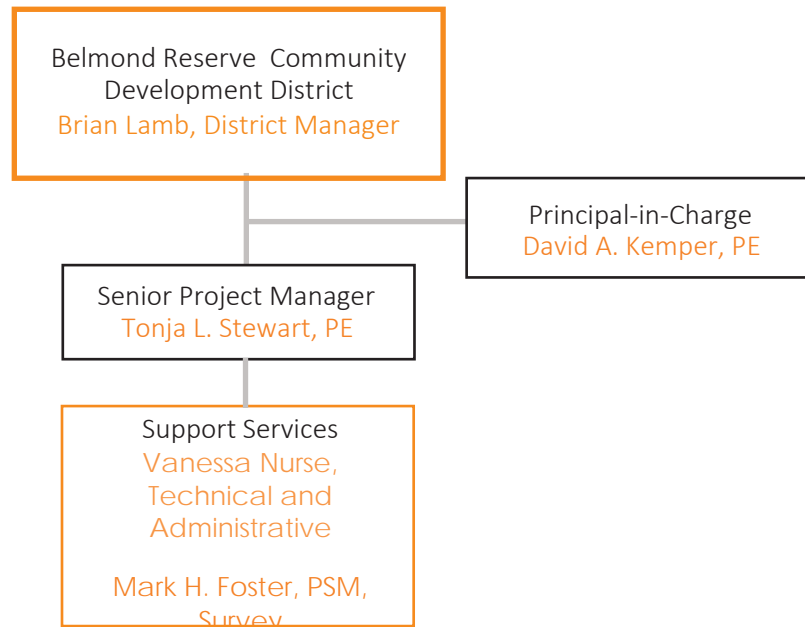


Why Stantec?

- **Our staff understands the local area**
We live and work in the Tampa area. Our staff understands this area and the permitting process and have a thorough understanding of Belmond Reserve CDD.
- **Our similar projects exemplify our expertise and ability to overcome challenges**
We've done this before. We've provided community development district engineering services to over 50 CDD's in the Central Florida Region. We offer you proven solutions and creative design.
- **Project Manager with over two decades of providing district engineering services**
Can you trust that the firm you select is not only knowledgeable in community development districts, but offers a project manager that has personally led the efforts on over 50 community development district contracts? Our team is proven in these areas- you can trust us.
- **A commitment to Meritus**
We understand the staff at Meritus and how they desire their selected district engineer to perform. Our reputation and high level of client services is proven to your staff.

ARCHITECT – ENGINEER QUALIFICATIONS						
PART I – CONTRACT-SPECIFIC QUALIFICATIONS						
A. CONTRACT INFORMATION						
1. TITLE AND LOCATION <i>(City and State)</i>						
Belmond Reserve Community Development District Wesley Chapel, Florida						
2. PUBLIC NOTICE DATE			3. SOLICITATION OR PROJECT NUMBER			
January 16, 2020			N/A			
B. ARCHITECT – ENGINEER POINT OF CONTACT						
4. NAME AND TITLE						
David Kemper, PE, Senior Principal						
5. NAME OF FIRM						
Stantec Consulting Services Inc.						
6. TELEPHONE NUMBER		7. FAX NUMBER		8. EMAIL ADDRESS		
813.223.9500		813.223.0009		dave.kemper@stantec.com		
C. PROPOSED TEAM						
<i>(Complete this section for the prime contractor and all key subcontractors.)</i>						
	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	✓			Stantec Consulting Services Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	777 S Harbour Island Boulevard, Suite 600 Tampa, FL 33602	District Engineering Services
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
g.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. Organizational Chart of Proposed Team



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David A. Kemper, PE	Principal in Charge	a. TOTAL	b. WITH CURRENT FIRM
		38	19
15. FIRM NAME AND LOCATION (City and State)			
Stantec, Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Master of Science, Engineering Management, Missouri University of Science & Technology, Rolla, Missouri, 1984 Bachelor of Science, Civil Engineering, Missouri University of Science & Technology, Rolla, Missouri, 1979		Professional Engineer #36271, State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
2011 Engineer of the Year, American Society of Civil Engineers, West Coast Branch 2004 FES/FICE Leadership Institute, Graduate			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Bexley Ranch Land DRI Pasco County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	DRI engineering studies, master water, wastewater and master drainage planning, floodplain studies, and preliminary cost estimating. Stantec has completed extensive site analysis and design alternatives to assist the property owner and developer, Newland Communities, with the future development and use of this site located in central Pasco County directly adjacent to the Suncoast Parkway.		
b.	Eagle Brooke Golf and Country Club Polk County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Provided civil/site engineering and environmental permitting for this 400-acre residential golf course community. Services included establishment of a Community Development District (CDD).		
c.	The Preserve at Wilderness Lakes Community Development District, Pasco County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Responsible for overall project and team management for a range of engineering services associated with serving as the Community Development District (CDD) District Engineer for this development of 850 lots on +/- 578 acres. The CDD assets include a high end recreation facility, roadways, security gates, stormwater management systems, landscape/hardscape, and irrigation systems.		
d.	Toulon Master Planned Community Hillsborough County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Responsible for overall client interface and project and team management. Stantec was retained as a multi-disciplinary consultant in the development of the Toulon Development. The site is a 218-acre, multi-phased, 232-unit, single-family residential subdivision.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
(Complete one Section E for each key person.)			
12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Tonja Stewart, PE	Senior Project Manager	a. TOTAL	b. WITH CURRENT FIRM
		33	13
15. FIRM NAME AND LOCATION (City and State)			
Stantec, Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Bachelor of Science, Civil Engineering, University of Alabama, Tuscaloosa, Alabama, 1987		Registered Engineer #47704, State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
2009 Tampa Bay Builders, Associate of the Year 1997 Hillsborough County Chamber of Commerce, Leadership Hillsborough			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Northwood Community Development District Land O' Lakes, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Responsible for ongoing client and project coordination, account management, and project scheduling. Stantec serves as District Engineer and has been responsible for the design, permitting, and construction administration of a 2,000 s.f. clubhouse, as well as Southwest Florida Water Management District periodic inspections of the community stormwater facilities.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Meadow Pointe III Community Development District Pasco County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Responsible for ongoing client and project coordination, account management, and project scheduling. Stantec has provided a range of engineering services associated with serving as the Community Development District (CDD) District Engineer. The CDD assets include a recreation facility, roadways, stormwater management systems, landscape/hardscape, and irrigation systems.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Ballantrae Community Development District Land O' Lakes, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Responsible for ongoing client and project coordination, account management, and project scheduling. Ballantrae is a residential community that was completed in 2007. The community contains certain infrastructure, i.e. recreation facilities, stormwater management systems, landscaping and irrigation systems that are operated and maintained by the CDD. Stantec is the CDD Engineer, providing ongoing services as needed by the Board of Supervisors and District Manage			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Union Park Community Development District Wesley Chapel, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
Responsible for ongoing client and project coordination, account management, and project scheduling. Concord Station CDD manages a partially completed planned community containing single family units, a recreation facility, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure.			


E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)



12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mark H. Foster, PSM	Land Surveyor	a. TOTAL	b. WITH CURRENT FIRM
		30	11
15. FIRM NAME AND LOCATION (City and State)			
Stantec, Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
		Professional Land Surveyor #5535, State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Point of Contact, Society of American Military Engineers, Tampa Bay Post			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Lake Toscana Conservation Subdivision Hillsborough County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Responsible for project surveying activities to include the boundary surveys associated with the acquisition of property, surveys of Ordinary High Water Line of the Little Manatee River to document the limits of Sovereignty Submerged Lands, and subdivision plat preparation for a 102-lot subdivision located on the site of an old 510-acre dairy farm on the banks of the Little Manatee River in southern Hillsborough County.			
b.	Winthrop Village Traditional Neighborhood Design (TND) Hillsborough County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Responsible for the preparation of boundary surveys to support property acquisition, subdivision platting, construction layout, and as-built surveys for a 256-unit, traditional neighborhood design (TND) project. Special care was also required at the project boundaries to ensure compatibility with the surrounding developments.			
c.	Westlake Village Hillsborough County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Responsible for the preparation of surveys with associated on-site geotechnical investigations and for the off-site route survey needed to support the design of transportation improvements for this proposed development near the Sun City Center.			
d.	Toulon Master Planned Community Hillsborough County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Responsible for the platting and construction related efforts for this phased master planned development. The site is a 218-acre, multi-phased, 232-unit, single-family residential subdivision.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
(Present as many projects as requested by the agency, or 10 projects, if not specified.)		1	
Complete one Section F for each project.)			
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Bridgewater Community Development District, City of Lakeland, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2010-2019	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Bridgewater CDD	Anthony Jeancoloa, Rizzetta & Co.	407.472.2471	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)			
<p>Stantec is providing District Engineering services to operate and maintain CDD infrastructure, including stormwater management systems. Responsible for civil engineering tasks. Bridgewater CDD manages a planned community containing single family units, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure, as well as annual consulting engineering reports.</p>			
			


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Surveying, civil engineering, construction administration support

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		2	
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Meadow Pointe IV Community Development District Pasco County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Meadow Pointe IV CDD	Greg Cox, Rizzetta & Co.	813.994.1001	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)			
<p>District Engineering services includes the operation and maintenance of District infrastructure, including roads and stormwater management systems.</p> <p>Meadow Pointe IV includes:</p> <ul style="list-style-type: none"> • Whisenton Place • Parkmonte • Shellwood Place • Fennwood Crossing • Windsor • Meridan 			
 			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Civil Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
(Present as many projects as requested by the agency, or 10 projects, if not specified.)		3	
Complete one Section F for each project.)			
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Gramercy Farms Community Development District		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
City of St. Cloud, FL		2013-Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Gramercy Farms CDD	Anthony Jeancola, Rizzetta & Co.	407-472-2471	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)			
<p>Stantec is providing District Engineering services includes the operation and maintenance of District infrastructure, including stormwater management systems.</p> <p>Our team has been responsible for ongoing client and project coordination, account management, and project scheduling.</p>			
			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Civil Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
(Present as many projects as requested by the agency, or 10 projects, if not specified.)		4	
Complete one Section F for each project.)			
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Bridgewater of Wesley Chapel Community Development District Pasco County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-2018	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Bridgewater of Wesley Chapel CDD	Angel Montagna - Rizzetta & Co.	813.994.1001	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)			
<p>Bridgewater is a multi-phased master planned community with 760 single-family lots on 325 acres. Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes roads and stormwater management facilities.</p>			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Civil Engineering, Surveying, Construction Management

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
(Present as many projects as requested by the agency, or 10 projects, if not specified.)		5	
Complete one Section F for each project.)			
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Oakstead Community Development District		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Pasco County, FL		2006-Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Oakstead CDD	Andy Mendenhall, Inframark	813.991.1116	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)			
<p>Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes roads, stormwater management facilities and recreation facilities.</p> <div style="display: flex; justify-content: space-around;">   </div> 			



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Civil Engineering, Surveying, Construction Administration Support

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified.)</i> <i>Complete one Section F for each project.</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 24pt; text-align: center;">6</div>	
21. TITLE AND LOCATION (City and State) Union Park Community Development District Pasco County, FL		22. YEAR COMPLETED <div> <div>PROFESSIONAL SERVICES</div> <div>2013-Ongoing</div> </div> <div> <div>CONSTRUCTION (if applicable)</div> </div>	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Union Park CDD		b. POINT OF CONTACT NAME Paul Cusmano, DPFG	
		c. POINT OF CONTACT TELEPHONE NUMBER 813.418.7473	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost) Union Park CDD manages a partially completed planned community containing single family units, a recreation facility, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure, as well as annual public facilities reports.			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Civil Engineering, Surveying, Construction Administration Support

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified.)</i> <i>Complete one Section F for each project.</i>			20. EXAMPLE PROJECT KEY NUMBER <div>8</div>
21. TITLE AND LOCATION (City and State) Northwood Community Development District Pasco County, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2006-Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Northwood CDD	b. POINT OF CONTACT NAME Nicole Hicks, Meritus	c. POINT OF CONTACT TELEPHONE NUMBER 813.873.7300	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost) We served as District Engineer and have been responsible for the design, permitting, and construction administration of a 2,000 s.f. clubhouse, as well as Southwest Florida Water Management District periodic inspections of the community stormwater facilities.			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Stantec	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified.)</i> <i>Complete one Section F for each project.</i>			20. EXAMPLE PROJECT KEY NUMBER <div>9</div>
21. TITLE AND LOCATION (City and State) Meadow Point III Community Development District Pasco County, FL		22. YEAR COMPLETED <div>PROFESSIONAL SERVICES</div> <div>2006 - ongoing</div> <div>CONSTRUCTION <i>(if applicable)</i></div>	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Meadow Point III CDD	b. POINT OF CONTACT NAME Matthew Huber, Rizzetta and Co	c. POINT OF CONTACT TELEPHONE NUMBER 813.933.5571	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size and cost)</i> Stantec has provided a range of engineering services associated with serving as the Community Development District (CDD) District Engineer. The CDD assets include a recreation facility, roadways, stormwater management systems, landscape/hardscape, and irrigation systems.			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Stantec	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			20. EXAMPLE PROJECT KEY NUMBER
(Present as many projects as requested by the agency, or 10 projects, if not specified.)			10
Complete one Section F for each project.)			
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Rivercrest Community Development District Hillsborough County, FL		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2006-Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Rivercrest CDD	Debby Nussel, Meritus Districts	813.873.7300	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)			
<p>District Engineering services includes the operation and maintenance of District infrastructure, including stormwater management systems and clubhouse facilities. The Rivercrest CDD is a completed community with infrastructure that includes open space, stormwater management, and landscaped common areas and irrigation systems.</p> <p>The Stantec team is responsible for ongoing client and project coordination, account management, and project scheduling. Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes stormwater management facilities and recreation facilities.</p>			
<div>   </div>			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec	Tampa, FL	Civil Engineering

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS											
26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
David A. Kemper, PE	Principal	•	•	•	•	•	•	•	•	•	•
Tonja L. Stewart, PE	Senior Project Manager	•	•	•	•	•	•	•	•	•	•
Vanessa Nurse	Technical and Administrative Supp					•			•		
Mark H. Foster, PSM	Lead Surveyor	•	•		•	•	•	•	•	•	•

29. EXAMPLE PROJECTS KEY			
NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Bridgewater Community Development District	6	Concord Station Community Development District
2	Meadow Pointe IV Community Development District	7	Ballantrae Community Development District
3	Gramercy Farms Community Development District	8	Northwood Community Development District
4	Bridgewater of Wesley Chapel Community Development District	9	Meadow Point III Community Development District
5	Oakstead Community Development District	10	Rivercrest Community Development District

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Stantec provides engineering, planning, permitting, and cost estimating services for Community Development Districts (CDDs), dependent and independent districts, Municipal Service Taxing Units/Benefit Units (MSTU/BU), and other special assessment districts. We have a current working relationship with Rizzetta, and have worked with several fully- developed CDD's within Pasco and Hillsborough Counties and the City of Tampa. We offer a total scope of services that includes, but is not limited to, the following:

- General Consultation on District Issues
- Master Planning of Infrastructure
- Water Management Systems and Facilities
- Water and Sewer Systems and Facilities
- Roads, Landscaping and Street Lighting Design and Plans
- Existing Systems Studies and Analysis
- Environmental Permitting
- Cost Estimates for Plan Implementation
- Bidding and Contractor Selection
- Government Permitting
- Water Conversation Studies and Design
- Water Supply Studies
- Construction Phase Observation
- Contract Management and Inspection Services
- Expert Witness Testimony
- Utility Rate Studies
- Potable Water System Plans and Design
- Irrigation System Plans and Design
- Wastewater Collection System Plans and Design
- Engineering Reports for Bonding


The following represents Stantec's additional prior experience in CDD's, Independent Districts and MSTU/BUS:

- Ballantrae CDD, Pasco County
- Chapel Creek CDD, Pasco County
- Eastlake Oaks CDD, Pinellas County
- Meadow Point I CDD, III, IV CDD, Pasco County
- New River CDD, Pasco County
- Northwood CDD, Pasco County
- Oakstead CDD, Pasco County
- Bridgewater CDD, Polk County
- Union Park CDD, Pasco County
- Arbor Greene CDD, City of Tampa
- Cheval West CDD, Hillsborough County
- Cypress Creek CDD, Hillsborough County
- Hammocks CDD, City of Tampa
- Hawk's Point CDD, Hillsborough County
- Heritage Harbor CDD, Hillsborough County
- Heritage Isles CDD, City of Tampa
- K Bar Ranch CDD, City of Tampa
- Panther Trace I, II CDD, Hillsborough County
- Rivercrest CDD, Hillsborough County
- Waterchase CDD, Hillsborough County
- Parkway Center CDD, Hillsborough County

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

01/30/2020

33. NAME AND TITLE

David Kemper, Senior Principal

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Stantec Consulting Services Inc.			3. YEAR ESTABLISHED 2012	4. UNIQUE ENTITY IDENTIFIER 07-872-1737
2b. STREET 777 S Harbour Island Boulevard, Suite 600			5. OWNERSHIP	
2c. CITY Tampa	2d. STATE FL	2e. ZIP CODE 33602-3921	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE David A. Kemper, PE, Senior Principal			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (813) 223-9500		6c. E-MAIL ADDRESS dave.kemper@stantec.com		7. NAME OF FIRM (If block 2a is a branch office) Stantec Inc.
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
MWH Americas Inc. Wilson Miller, Inc.			1993 1956	14-865-2431 55-683-5408

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	3606	31	B02	Bridges	9
06	Architect	958	0	C15	Construction Management	8
07	Biologist	247	1	C16	Construction Surveying	7
08	CAD Technician	662	6	E02	Educational Facilities, Classrooms	10
10	Chemical Engineer	60	1	E09	EIS, Assessments of Statements	10
12	Civil Engineer	2071	16	E12	Environmental Remediation	10
15	Construction Inspector	256	1	H07	Highways; Streets; Airfield Paving; Parking Lots	10
21	Electrical Engineer	671	2	H09	Hospital & Medical Facilities	10
23	Environmental Engineer	471	2	H11	Housing (Residential, Multi-Family, Apts, Condos)	10
24	Environmental Scientist	842	2	I01	Industrial Buildings, Manufacturing Plants	9
29	GIS Specialist	171	3	O01	Office Buildings, Industrial Parks	8
34	Hydrologist	83	1	P05	Planning (Comm., Regional, Areawide and State)	8
38	Land Surveyor	423	18	P06	Planning (Site, Installation, and Project)	8
39	Landscape Architect	204	3	R04	Recreation Facilities (Parks, Marinas, Etc.)	8
42	Mechanical Engineer	600	1	S04	Sewage Collection, Treatment and Disposal	9
47	Planner, Urban/Regional	262	4	S10	Surveying, Platting, Mapping, Flood Plain Studies	8
48	Project Manager	765	9	S13	Storm Water Handling & Facilities	7
57	Structural Engineer	654	2	T03	Traffic & Transportation Engineering	10
58	Technician/Analyst	1948	2	T04	Topographic Surveying and Mapping	4
60	Transportation Engineer	282	3	U02	Urban Renewals; Community Development	8
	Other	1732	0	W02	Water Resources, Hydrology, Ground Water	9
				W03	Water Supply, Treatment and Distribution	10
Total		16968	108			


11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE January 1, 2018
c. NAME AND TITLE David A. Kemper, PE, Senior Principal	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 8/2016)

BELMOND RESERVE
COMMUNITY
DEVELOPMENT
DISTRICT

MASTER ASSESSMENT
METHODOLOGY REPORT



DMS District
Management
Services
A Meritus Company. Solutions for Better Communities.

Report Date:
December 20, 2019

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I. INTRODUCTION

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Belmont Reserve Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefitting from the public infrastructure is generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated December 20th, 2019 (the “Engineer’s Report”).

The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Properties within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Properties within the District benefiting from the CIP, as outlined by the Engineer’s Report.

The basis of benefit received by Assessable Properties relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Properties within the District to be developed and improved under current allowable densities. The CIP includes off-site improvements, storm water, utilities (water and sewer), roadways, landscape and hardscape. The Engineers Report identified estimated costs to complete the CIP, inclusive of associated “soft cost” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing cost associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Properties could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the private property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Properties within the District based upon the level of proportional benefit received.

This Master Report outlines the assignment of benefit, assessment methodology and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first platted, first assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such supplemental reports will be created to stipulate amended terms, interest rates, developer contributions if any, issuance costs and will detail the



resulting changes in the level of funding allocated to the various trust accounts and subaccounts.

The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190 and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

II. DEFINED TERMS

“Assessable Property:” – All property within the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Engineer Report.

“Developer” – Rhodine Development, LLC.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

“District” – Belmond Reserve Community Development District, 187 gross acres with the Development Plan for 376 Units.

“Engineer Report” – *Engineer’s Report for Belmond Reserve Community Development District*, dated December 20th, 2019.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of the vertical construction. Determined in part as to differentiated sizes, setbacks and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

“Unit(s)” – A planned or developed residential lot assigned a Product Type classification by the District Engineer.



“Master Report” or “Report” – This *Master Assessment Methodology Report*, dated December 20th, 2019 as provided to support benefit and Maximum Assessments Liens on private developable property within the District.

III. DISTRICT OVERVIEW

The District area encompasses 186.84 +/- acres and is located in Hillsborough County, Florida, within Section 2, Township 31 South, and Range 20 East. The primary developer of the Assessable Properties is Rhodine Development, LLC (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates 376 single family lots. The public improvements as described in the Engineer’s Report include off-site improvements, storm water, utilities (water and sewer), roadways and landscape/hardscape.

IV. PROPOSED IMPROVEMENTS

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of Assessable Properties within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this Master Report reflect cost as further detailed within the Engineer’s Report, these costs are exclusive of any financing related costs.

V. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s CIP contains a “system of improvements” including the funding, construction and/or acquisition of off-site improvements, storm water, utilities (water and sewer), roadways, and landscape/hardscape; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement, above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible



improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02, and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Property, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Property. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment of the on the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignment.

VI. ALLOCATION METHODOLOGY

The CIP benefits all assessable properties within the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU has been assigned to the 60’ residential use product type as a baseline, with a proportional increase relative to other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The CIP benefit and special



assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated on Table 3 through Table 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VII. ASSIGNMENT OF MAXIMUM ASSESSMENTS

This section sets out the manner in which special assessments will be assigned and establish a lien on land within the District. With regard to the Assessable Property liens will be assessed on a gross acreage basis until such time as the developable acreage is platted. The platted parcels will then be reviewed as to use and product types. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned “common elements” such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state”. At this point the infrastructure may or may not be installed but none of the units in the Development Plan have been platted. This condition exists when the infrastructure program is financed prior to any development. In the undeveloped state all of the lands within the District receive benefit from the CIP and all of the assessable land within the District would be assessed to repay any bonds. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within the District. Debt will not be solely assigned to parcels which have development rights, but will and may be assigned to undevelopable parcels to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the Development Plan has started to take shape. As lands subject to special assessments are platted and fully-developed, they are assigned specific assessments in relation to the estimated benefit that each platted unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. Therefore, each fully-developed, platted unit would be assigned a Maximum Assessment pursuant to its Product Type classification as set forth in Table 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully-developed; if such a condition was to occur; the true-up provisions within this Report would be applicable.

The third condition is the “completed development state.” In this condition the entire Development Plan for the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within the District.



VIII. FINANCING

The District intends to finance only a portion of the CIP through the issuance of the Bonds; however this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such as debt service reserves, underwriter's discount, issuance costs and rounding.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, underwriter's discount, issuance costs, rounding and collection cost as shown on Table 3. The methodology consultant will issue supplemental report(s) which outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the CIP applied to prepay any assessments on any one or collective Assessable Properties within the District. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, underwriter's discount, issuance and collection costs. Additionally, the supplemental report(s) will apply the principles set forth in the Master Report to determine the specific assessments required to repay the Bonds.

IX. TRUE-UP MODIFICATION

During the construction period of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of special assessment principal. In order to ensure the District's debt does not build up on the unplatted developable land, the District shall apply the following test as outlined within this "true-up methodology."

The debt per acre remaining on the unplatted land within the District may not increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of gross acres for such phase. Thus, every time the test is applied, the debt encumbering the remaining undivided land must remain equal to or lower than the ceiling level of debt per gross acre. If the debt per gross acre is found to be above the established maximum, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount based on the schedule found in Exhibit A, the Preliminary Assessment Roll, which amount will include accrued interest to the first interest payment date on the Bonds which occurs at least 45 days following such debt reduction payment.

True-up tests shall be performed upon the recording of each plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses it is found the debt per acre exceeds the established maximum ceiling debt per gross acre, or there is not sufficient development potential in the remaining acreage of the District to produce the EAU densities required to adequately service Bond debt, the District shall require the immediate remittance of a density reduction payment, plus accrued interest as applicable, in an amount sufficient to reduce the



remaining debt per assessable acre to the ceiling amount per acre and to allow the remaining acreage to adequately service Bond debt upon development. The final test shall be applied at the platting of 100% of the development units within the District.

True-up payment requirements may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this section.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

X. ADDITIONAL STIPULATIONS

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

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



TABLE 1

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT BUILDOUT COMMUNITY DEVELOPMENT PROGRAM COSTS	
DESCRIPTION	TOTAL PROJECT COSTS
Amenities	4,512,000
Roads	3,008,000
Stormwater Management	5,264,000
Utilities	1,804,800
Off-Site Improvements	451,200
TOTAL	15,040,000

TABLE 2

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT PLANNED DEVELOPMENT PROGRAM				
PRODUCT	LOT SIZE	UNITS	PER UNIT EAU ⁽²⁾	TOTAL EAUs
Single Family	60	376	1.00	376
TOTAL		376		376

⁽¹⁾ EAU factors assigned based on Product Type as identified by district engineer and do not reflect front footage of planned lots.

⁽²⁾ Any development plan changes will require recalculations pursuant to the true-up provisions within this report.



TABLE 3

DEVELOPMENT PROGRAM COST/BENEFIT ANALYSIS	
PROJECT COSTS	\$15,040,000
TOTAL PROGRAM EAUS	376.00
TOTAL COST/BENEFIT	<u><u>\$40,000</u></u>

Table 3 Notations:

1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT PER PRODUCT TYPE	PER PRODUCT UNIT
60	1.00	376	376.00	\$15,040,000	\$40,000.00
		<u>376</u>	<u>376.00</u>	<u>\$15,040,000</u>	



TABLE 5

CONSTRUCTION COST AND BENEFIT						
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	PERCENTAGE OF EAUs	TOTAL AMOUNT PER PRODUCT TYPE	TOTAL AMOUNT PER LOT
60	1.00	376	376.00	100.0%	\$15,040,000	\$40,000
		<u>376</u>	<u>376.00</u>	<u>100%</u>	<u>\$15,040,000</u>	

TABLE 6

CONSTRUCTION COST FUNDING SOURCES					
PRODUCT TYPE	PRODUCT COUNT	PER PRODUCT TYPE		PER UNIT	
		DEVELOPER FUNDED	SERIES 2020 BONDS	DEVELOPER FUNDED	SERIES 2020 BONDS
60	376	\$0	\$15,040,000	\$0.00	\$40,000.00
	<u>376</u>	<u>\$0</u>	<u>\$15,040,000</u>		



TABLE 7

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS		
FINANCING INFORMATION - FINANCING INFORMATION BOND SERIES		
Coupon Rate ⁽¹⁾		7.00%
Term (Years)		32
Principal Amortization Installments		30
ISSUE SIZE		\$19,375,000
Construction Fund		\$15,040,000
Capitalized Interest (Months) ⁽²⁾	24	\$2,712,500
Debt Service Reserve Fund	70%	\$1,078,555
Underwriter's Discount	1.50%	\$290,625
+ Premium / - Discount		\$100,000
Cost of Issuance		\$150,000
Rounding		\$3,320
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		\$1,532,038
Collection Costs and Discounts @ 6.00%		\$97,790
TOTAL ANNUAL ASSESSMENT		\$1,629,827
⁽¹⁾ Based on conservative interest rate, subject to change based on market conditions.		
⁽²⁾ Based on capitalized interest 24 months.		

TABLE 8

BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS								
ALLOCATION METHODOLOGY - SERIES 2020 LONG TERM BONDS (1)								
PRODUCT	PER UNIT EAU	TOTAL EAUs	% OF EAUs	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾	TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾
Single Family 60'	1.00	376.00	100.00%	376	\$19,375,000	\$1,629,827	\$51,529	\$4,335
TOTAL		376.00	100.00%	376	19,375,000	1,629,827		
⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 24 month Capitalized Interest Period.								
⁽²⁾ Includes principal, interest and collection costs.								



EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$19,375,000.00 payable in 30 annual installments of principal of \$8,199.73 per gross acre. The maximum par debt is \$103,698.35 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT ROLL

TOTAL ASSESSMENT:	<u>\$19,375,000.00</u>		
ANNUAL ASSESSMENT:	<u>\$1,532,037.74</u>	(30 Installments)	
TOTAL GROSS ASSESSABLE ACRES +/-:	<u>186.84</u>		
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE:	<u>\$103,698.35</u>		
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE:	<u>\$8,199.73</u>	(30 Installments)	
		PER PARCEL ASSESSMENTS	
	Gross Unplatted Assessable Acres	Total PAR Debt	Total Annual
Landowner Name, Hillsborough County Folio ID & Address			
Deborah Dianne Carlburg Knepp/Trustee Et Al Folio ID 77423-0200 4405 Merrick Run Lane Valrico, FL 33596-7854	7.39	\$766,330.82	\$60,596.01
Rhodine Development LLC Folio IDs 77363-1000, 77364-0000, 77364-0050, 77365-0606, 77365-0608, 77365-0610, 77365-0630, 77365-0642, 77420-5500, 77422-0125, 77422-0250, 77422-0300, 77423-0000, 77423-0100, 77423-0150, 77423-0225, 77423-0234, 77423-0235, 77423-0250, 77423-0300, 77423-0310, 77423-0450, 77424-0000, 77426-0000 III S. Armenia Avenue, Suite 201 Tampa, FL 33609	172.12	\$17,848,560.27	\$1,411,337.70
Ruben G Gallo Gutierrez & Yamil Cartaya Folio ID 77365-0624 13037 Rhodine Road Riverview, FL 33579-6820	2.18	\$226,062.41	\$17,875.41
Susan N Zabel Folio ID 77423-0240 1622 Hayes Clan Road Riverview, FL 33579-6811	2.89	\$299,688.24	\$23,697.22
Walter R Johnson/Trustee Folio 77365-0626 13117 Rhodine Road Riverview, FL 33579-6875	2.26	\$234,358.27	\$18,531.39
Totals:	<u>186.84</u>	<u>\$19,375,000.00</u>	<u>\$1,532,037.74</u>



RESOLUTION NO. 2020-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “**Board**”) of the Belmond Reserve Community Development District (the “**District**”) has determined to construct and/or acquire certain public improvements (the “**Project**”) set forth in the plans and specifications as described in the Report of the District Engineer dated December 20, 2019, which is available for review at the offices of Meritus Districts, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**District Office**”); and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of the Project by imposing, levying, and collecting special assessments pursuant to Chapters 170 and 190, Florida Statutes (the “**Assessments**”); and

WHEREAS, the District is empowered by Chapter 190, Uniform Community Development Act, and Chapter 170, Supplemental Alternative Method of Making Local and Municipal Improvements, of Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy, and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District’s Master Assessment Methodology Report dated December 20, 2019 (the “**Assessment Report**”) incorporated by reference as part of this Resolution and on file at the District Office; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved.

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

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. Assessments shall be levied to defray a portion of the cost of the Project.
3. The nature of the Project generally consists of master improvements consisting of roads, water management and control, water supply, sewer and wastewater management, electrical power, landscaping, hardscaping and irrigation, all as described more particularly in the plans and specifications on file at the District Office, which are by specific reference incorporated herein and made part hereof.
4. The general locations of the Project are as shown on the plans and specifications referred to above.
5. As stated in the Engineer's Report, the estimated cost of the Project is approximately \$15,040,000 (hereinafter referred to as the "**Estimated Cost**").
6. As stated in the Assessment Report, the Assessments will defray approximately \$19,375,000 of the expenses, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency, all which shall be financed by the District's proposed bonds, in one or more series.
7. The manner in which the Assessments shall be made is based upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report. As provided in further detail in the Assessment Report, the Assessments will be levied initially on a per acre basis since the Project increases the value of all the lands within the District. On and after the date benefited lands within the District are specifically platted, the Assessments as to platted lots will be levied in accordance with the Assessment Report. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments will be imposed on unplatted lands shall be on a per acre basis in accordance with the Assessment Report.
8. In the event the actual cost of the Project exceeds the Estimated Cost, such excess shall also be paid by the District from its general revenues if available or additional assessments or contributions from other entities.
9. The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and abutting upon the Project or specially benefited thereby and further designated by the assessment plat hereinafter provided for.
10. There is on file at the District Office an assessment plat showing the expansion area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open to inspection by the public.

11. The Chairman of the Board has caused the District Manager to prepare a preliminary assessment roll, a copy of which is attached in the Assessment Report, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Manager's office.

12. In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost of the Project acquired by the District, the Assessments shall be paid in not more than thirty annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provision of Chapter 197, F.S. the Assessments may be collected as is otherwise permitted by law.

13. Pursuant to Section 170.07, Florida Statutes, a public hearing is required to permit interested persons to be heard as to the advisability and propriety of constructing the Project, as to the cost thereof, as to the manner of payment thereof, and as to the amount thereof to be assessed against each property so specially benefitted by the Project. In accordance therewith a public hearing shall be held on a public hearing shall be held on March 12, 2020 at the offices of Meritus, 2005 Pan Am Circle, Suite 300 Tampa, Florida 33609. The Secretary is hereby directed to give notice of this public hearing in accordance with the requirements of Section 170.07, Florida Statutes.

14. Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to cause this resolution to be published twice in a newspaper of general circulation within Hillsborough County, Florida.

PASSED AND ADOPTED this 6th day of February, 2020.

ATTEST:

**BELMOND RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary
Brian Lamb

Chair of the Board of Supervisors
Jeff Hills

Attachments:

Master Assessment Methodology Report dated December 20, 2019

Report of District Engineer dated December 20, 2019

RESOLUTION NO. 2020-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON MARCH 12, 2020 AT 2:00 P.M. AT THE OFFICES OF MERITUS LOCATED AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors (the "**Board**") of the Belmond Reserve Community Development District (the "**District**"), has previously adopted Resolution No. 2020-23 entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMOND RESERVE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 2020-23, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes; to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "**District Office**").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

1. There is hereby declared a public hearing to be held on March 12, 2020 at 2:00 p.m., at the District Office, for the purpose of hearing comment and objection to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a

copy of which is on file at the District Office. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the District Office.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized to place said notice in a newspaper of general circulation within Hillsborough County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give (30) thirty days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 6th day of February, 2020.

Attest:

**Belmond Reserve
Community Development District**

Brian Lamb
Assistant Secretary

Jeff Hills
Chair of the Board of Supervisors

ADA Site Compliance, LLC



Statement of Work (SOW) Agreement to Perform Consulting Services

Date	Services Performed By:	Services Performed For:
January 21, 2020	ADA Site Compliance, LLC	Belmond CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement (“MSA”) between Belmond CDD (“Customer”) and ADA Site Compliance, LLC (“Contractor”), effective January 21, 2020 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the MSA shall govern and prevail.

This SOW, effective as of January 21, 2020, is entered into by and between Contractor and Customer for Customer’s website and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

Process & Engagement

Contractor uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. Contractor evaluates their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offers the solutions below. Contractor will deliver a website that has been audited and remediated for substantial compliance with current standards.

Contractor will migrate Customer’s existing site to an accessible and compliant theme that Contractor has built and maintains. Customer will own all site content and provide hosting, backup, and document management for the site. Post-migration, Contractor’s audit and design teams will continuously monitor Customer’s new website for its substantial compliance with current standards.

Throughout the process and afterward, Customer will receive technological audit reports that identify all errors that software can detect. As noted above, software-based reports alone cannot identify 100% of accessibility failures; at

best, they can uncover about one-third of them. As such, Customer's technological reports are intended only as a general diagnostic of the site's ongoing compliance health – not as a measure of its overall accessibility.

Scope of Work & Deliverables

Contractor shall provide the following services/deliverables for Customer and its site:

Technological Auditing

- Customized software-based auditing of the entire web domain.
- Detailed quarterly audit reports including the precise location in the code of each failure, a description of the error, a picture for visual context, and a suggested remediation step.
- Technological audit reports capture approximately one-third of known failures and are intended as a broad diagnostic and accountability tool, not as a full compliance blueprint.

Site Migration

- Contractor will migrate the content of Customer's existing website to one built on Contractor's own themes that are known to be accessible and compliant with WCAG 2.1 standards.
- Some existing functionality and content, including that provided by third-party vendors, may be impossible to migrate "as is" from the existing site to the new one, in which case another solution may be required.
- Review by Contractor's technical team leaders of the migrated site for quality assurance.

Customized Accessibility Policy & Compliance Shield

- Indication of Customer's active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Customer's website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys.
- Statement of Customer's specific ongoing strides toward compliance with current WCAG standards – to be posted on the website (links to ADA Compliance Shield).
- Alternate contact info for users to report inaccessible areas of Customer's website and to request assistance – to be posted on the website (links to ADA Compliance Shield).

Technical Support

- Two (2) hours of technical support via email, phone, video, and (where feasible) in-person contact.

Fee Schedule

The fee for services described in this SOW is \$2,900, which is due within 14 days of the Agreement's execution by both parties. The annual fee for Customer's continued use of Contractor's Compliance Shield and accessibility policy; updates made to the accessibility policy to reflect changing standards and laws; quarterly technological auditing and reporting, and continued consulting is \$1,500, to be paid in full one (1) year after the execution date of this SOW.

Signatures

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

ADA SITE COMPLIANCE, LLC

BELMOND CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

MASTER SERVICES AGREEMENT
ADA SITE COMPLIANCE, LLC

This Master Services Agreement (this "Agreement") is entered into as of January 21, 2020, between Belmond CDD, a unit of government, with a place of business and notice address at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 ("Customer") and ADA Site Compliance, LLC, a Delaware limited liability company authorized to do business in Florida, with a place of business and notice address at 6400 Boynton Beach Boulevard, No. 742721, Boynton Beach, FL 33474 ("ADASC"), and shall become effective upon Customer and ADASC executing a Statement of Work, which shall be attached to this Agreement and incorporated herein by this reference. Customer and ADASC may also each be referred to herein individually as a "Party," and collectively as the "Parties."

IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, wishing to be legally bound by this Agreement, agree as follows:

1. PRODUCTS AND SERVICES.

1.1. Statement(s) of Work. Pursuant to this Agreement, ADASC shall provide Customer with ADASC's website and web application technological and/or human expert accessibility auditing and related services ("Services") and products and/or software (collectively, as applicable, the "Products") set forth in one or more Statements of Work to be mutually executed by the Parties that reference and are subject to the terms of this Agreement (each, a "SOW"). In return for such Services, Products, and Deliverables (hereinafter defined) **(collectively, the "Services")**, Customer shall pay ADASC the fees and expenses set forth in the applicable SOW/Proposal in accordance with the payment terms set forth therein.

1.2. Customer Requested Changes. At any time, Customer may request a change to the Services that have been described in a SOW (in each case, a "Change"). Upon receipt of a Change request from Customer, ADASC agrees to respond in writing within five (5) business days of its receipt thereof, advising Customer of any additional cost, scheduling, or other impacts on the Services arising from the requested Change. If the Parties agree to proceed with any requested Change, the terms associated with such Change must be incorporated into an amendment to the applicable SOW that is mutually executed by the Parties prior to ADASC's **implementation of the Change**. If the Parties do not agree to proceed with any requested Change, the Parties shall continue to operate in accordance with the terms of the then-existing Agreement and SOW(s).

1.3. Deliverables. Unless otherwise provided in a SOW, with respect to any compliance audit reports, data, software, tools, remediation services or other works of any kind designated to be made, conceived, or developed by ADASC in connection with a SOW (collectively, as applicable, the "Deliverables"), Customer shall have the right to review such Deliverables upon their

completion by ADASC only to determine if they conform to the applicable written specifications stated in the SOW (collectively, the "Acceptance Criteria"). Customer will notify ADASC within seven (7) business days of delivery of the Deliverables if, **in Customer's good faith determination**, the Deliverables have not met the Acceptance Criteria, and that therefore acceptance has not occurred. In the event acceptance of any Deliverables does not occur, ADASC will, at its cost, make any necessary changes to the Deliverable within a commercially reasonable time frame so that they conform to the Acceptance Criteria, and resubmit the Deliverables to Customer. If Customer does not, however, notify ADASC within seven (7) business days of the delivery of any Deliverables that such Deliverables have not met the Acceptance Criteria, the Deliverable shall be deemed to conform to the specifications in the applicable SOW, and to have been accepted by Customer.

2. INVOICES AND PAYMENTS.

2.1. Invoices. All payments are due within Thirty (30) days of the execution of the proposal. Customer will reimburse ADASC for travel and other pre-approved expenses. All payments required by this Agreement are exclusive of federal, state or other governmental taxes and excises, and Customer will be responsible for all such taxes and amounts and agrees to defend and hold ADASC harmless from any claim against ADASC for any such amount.

2.2. Disputed Amounts. Late payments (other than Disputed Amounts that are determined not to be in fact due or owing to ADASC) not received within five (5) days of the due date stated in all applicable SOWs will be subject to a late fee of 1.5% per month on all unpaid balances. Customer agrees that it will be responsible for all of ADASC's costs and expenses, including collection agency fees, court costs, and reasonable attorneys' fees, incurred by ADASC to collect any monies owed by Customer or to otherwise enforce the terms of this Agreement. ADASC reserves the right to suspend or terminate Services and to withhold Deliverables immediately without notice for non-payment of monies owed under this Agreement.

Customer may only withhold payment of amounts that it in good faith disputes to be due or owing ("Disputed Amounts"). In such case, Customer shall nonetheless pay any undisputed amounts and provide to ADASC a sufficiently detailed written explanation of the basis for its withholding of the Disputed Amounts no later than ten (10) days after their due date. Any controversy relating to amounts owed by Customer hereunder shall be considered a "Dispute" (defined below) and subject to the resolution procedures provided in this Agreement. If it is determined that any Disputed Amounts are in fact owed to ADASC, Customer shall pay to ADASC such Disputed Amounts within five (5) days of such resolution, plus any applicable late fees, interest, and/or **ADASC's** reasonable costs of collection. To the extent the provisions of this section conflict with the **State's** Prompt Payment Act or the **Customer's** adopted

dispute resolution procedures pursuant thereto, the Prompt Payment Act and such adopted procedures shall control.

3. TERM AND TERMINATION.

3.1. Term. This Agreement shall become effective when Customer and ADASC first execute a Proposal or SOW and shall remain in effect until terminated as provided herein ("Term").

3.2. Termination by either Party for Cause. This Agreement and/or any individual SOW may be terminated by either Party (i) in the event the other Party fails to cure or take reasonable steps to cure a breach of any material term of this Agreement or any applicable SOW within ten (10) business days of receipt of written notice describing such breach; or (ii) immediately upon the giving of written notice by such Party in the event the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other Party seeking relief, reorganization, or arrangement under any laws relating to insolvency, or upon the appointment of a receiver, liquidator, or trustee of any of the other Party's property or assets, or upon liquidation, dissolution, or winding up of the other Party's business.

3.3 Termination Without Cause. Either Party may terminate without cause upon sixty (60) days prior written notice to the other Party. However, upon any termination of this Agreement, ADASC shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to any amounts being under Dispute, which shall be addressed in accordance with Section 8.3 of this Agreement.

3.4 Transition Services. ADASC shall work with the Customer to ensure a seamless and smooth transition in the event of termination, with or without **cause, to the Customer's contracted entity ("Contracted Entity")** assisting with the transition of the Services after termination ("Transition Services"); provided, however, that ADASC shall only be required to provide such Transition Services for a reasonable amount of time, not to exceed one (1) month after the effective date of the termination. **Upon Customer's request**, ADASC shall include as part of its Transition Services consultations with the Contracted Entity, provided that ADASC shall be entitled to payment for such consultations at a rate of \$250 per hour. If any other Transition Services are provided, ADASC shall be reimbursed for such services at a price mutually agreed to by the Parties.

3.5 Support Services. Notwithstanding any of the provisions under Section 3.4, in the event of termination of this Agreement by either party for any reason, all Services performed by ADASC shall immediately cease. ADASC will not continue to provide support for the ADASC Theme, including but not limited to, any updates, modifications, improvements, audits, use of the ADASC

compliance shield, or any Services more particularly set forth in the Proposal or SOW.

4. REPRESENTATIONS, WARRANTIES & COVENANTS

4.1. General. The essence of this Agreement is the following: ADASC represents, warrants, and covenants that (a) the Services shall be performed and/or provided by qualified personnel in a professional and workmanlike manner; and (b) the Services provided by ADASC shall not infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Each Party also represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.

4.2. Disclaimer of All Other Warranties. CUSTOMER ACKNOWLEDGES THAT ASSESSING ACCESSIBILITY AND REMEDIATION IS HIGHLY COMPLEX, SUBJECTIVE AND CHANGEABLE, AND AS SUCH, ACHIEVING ABSOLUTE OR TOTAL COMPLIANCE IS DIFFICULT WITHOUT CLEAR REGULATORY GUIDANCE. THEREFORE, ADASC MAKES NO WARRANTY THAT THE SERVICES WILL FIND ALL **ACCESSIBILITY CONCERNS IN CUSTOMER'S WEBSITES, APPS, PDFS, OR SERVER(S)**, OR THAT THE SOLUTIONS SUGGESTED AND ADVICE PROVIDED IN ANY REPORT ADASC MAY PROVIDE TO CUSTOMER FROM TIME TO TIME WILL BE COMPLETE OR ERROR-FREE. WHILE TECHNOLOGICAL AUDITING SUCH AS THAT PROVIDED BY ADASC (WHICH TYPICALLY CAN DETECT APPROXIMATELY 30% OF ACCESSIBILITY ISSUES) MAY BE A GOOD STARTING POINT IN **CUSTOMER'S EFFORTS TOWARD COMPLIANCE**, HUMAN EXPERT AUDITING IS ALSO NECESSARY. ADASC STRONGLY RECOMMENDS THAT CUSTOMER REGULARLY ENGAGE IN HUMAN EXPERT AUDITING AND TECHNOLOGICAL AUDITING OF ITS WEBSITE(S), APPLICATION(S), AND SERVER(S) IN ORDER TO ASSURE THE HIGHEST POSSIBLE LEVEL OF ACCESSIBILITY, COMPLIANCE, AND USABILITY; NEVERTHELESS CUSTOMER ACKNOWLEDGES THAT EVEN WITH THE RECOMMENDED UTILIZATION OF BOTH TECHNOLOGICAL AUDITING SERVICES AND ROUTINE HUMAN AUDITS, ABSOLUTE OR TOTAL COMPLIANCE REMAINS DIFFICULT WITHOUT CLEAR REGULATORY GUIDANCE. ADASC DOES NOT GUARANTY ANY SPECIFIC LEVEL OF ACCESSIBILITY OR COMPLIANCE AND ASSUMES NO RESPONSIBILITY IN THE EVENT A CLAIM IS MADE AGAINST CUSTOMER BASED UPON OR ALLEGING A LACK OF OR FAILURE IN ACCESSIBILITY OR COMPLIANCE WITH APPLICABLE ACCESSIBILITY LAWS, REGULATIONS, AND/OR STANDARDS. ADASC SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

4.3. Customer's Covenant of Compliance with Laws. Customer is responsible for complying with applicable laws pertaining to Customer's website, web applications, and business, including, without limitation, tax laws, laws governing electronic commerce, and US Export laws.

5. CONFIDENTIALITY.

5.1 Confidentiality. Customer and ADASC each agree to hold Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the other party. Customer and ADASC agree to use the Confidential Information only for the purpose of performing under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party of any Confidential Information of the disclosing party, but in no event less than reasonable care. As used in this Agreement, "Confidential Information" shall mean non-public, proprietary ADASC Material, and which is considered non-public and confidential under State Statutes, and other law, and which is disclosed by ADASC or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, by visual inspection or otherwise, to Customer or any of its employees or agents. The ADASC Theme (as defined herein) is deemed Confidential Information. Customer Confidential Information shall mean any material made confidential pursuant to State Statutes. The obligations to protect Confidential Information under this section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidentiality restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure; (e) is or was developed independently by the receiving party without use of the Confidential Information and without violation of any confidentiality restriction; (f) is required to be disclosed by law; or (g) is work product paid for by the Customer pursuant to this Agreement and not deemed ADASC Material hereunder.

6. INTELLECTUAL PROPERTY.

6.1. ADASC Materials. Except as provided herein, as between the Parties, ADASC shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, trade secrets, know-hows, and other intellectual property or proprietary rights (collectively, "IP") of ADASC used in or otherwise associated with the Services provided to Customer hereunder, and (ii) all trade secrets, technical specifications, and data to the extent they are IP

and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by ADASC, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively "ADASC Materials"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive ADASC of any of its intellectual property or other proprietary interests associated therewith. The ADASC Materials shall include (i) any website theme and specialized coding for such theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC **outside of ADASC's performance** under this Agreement (**the "ADASC Theme"**) and (ii) any specialized coding for the ADASC Theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC under this Agreement, but shall not include any other website theme and the coding of such theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC pursuant to an SOW or Customer as a derivative work. Subject to the foregoing, and **Customer's payment of the** applicable fees set forth in an SOW or Proposal, ADASC grants Customer a non-exclusive, non-transferable worldwide limited right and license to access and use the Deliverables and the ADASC Materials in connection with the ordinary and intended use by Customer thereof as provided hereunder and in the applicable SOW ("Single Use License"). The Single Use License set forth in the immediately preceding sentence (x) includes **Customer's right to view, download, and print the Deliverables for Customer's** use, and without in any case removing ADASC's **copyright, trademark**, or other intellectual property ownership notices; (y) is limited to only one Customer website, **and (z) includes Customer's right to use the ADASC Theme, in whole or in part, to develop derivative works on Customer's one website.** Notwithstanding the Single Use License granted to Customer under this Section, under no circumstances may the Products, Deliverables, or ADASC Materials, or any portion thereof or any derivative work, be used as the basis for creating a product that is intended for sale, license, or distribution to others (regardless of whether such distribution is for profit or free) in a manner that would compete, directly or indirectly, with ADASC in offering the Products, Deliverables, or ADASC Materials for sale, license or distribution. Customer has no right to distribute the ADASC Theme, whether modified or unmodified, to any third party. The use of the Products, Deliverables and/or ADASC Materials in contravention of the Single Use License granted under this Section is strictly prohibited and will be deemed a material breach of this Agreement.

6.2. Customer Materials; Publicity and Trademarks. (A) Notwithstanding anything else provided in this Agreement, Customer shall own the website, **the website's** domain name and all related uniform resource locators, and all website and application content, including without limit, all documents, content, pictures, video, audio, and text on the website, authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC pursuant to this Agreement, and all metadata associated therewith, created or modified by ADASC pursuant to this Agreement and/or provided or made available by Customer to ADASC, under all circumstances ("Customer

Materials”). In the event of a termination of this Agreement for any reason, ADASC shall take all necessary steps to transfer, or otherwise allow Customer to retain such Customer Materials as further provided in Section 3.

(B) Notwithstanding anything provided in Section 6.2(A), the ADASC Theme and any specialized coding for the ADASC Theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC under this Agreement is ADASC Material. In the event of termination of this Agreement for any reason, the Single Use License defined under Section 6.1 of this Agreement shall immediately terminate, and the Transition Services under Section 3.4 shall come into effect.

(C) Customer will not, at any time, have the right or license to, and agrees that it will not, without **ADASC’s prior written consent, manufacture, sell, or** otherwise distribute a device, service, or product that was developed or manufactured using any ADASC Intellectual Property, either for its own account or for any third party, or assist any third party in so doing. Customer agrees that it will not engage in, nor will it authorize others to engage in, the reverse engineering, disassembly, decompilation, or the recompilation of any ADASC Intellectual Property except as permitted under this Agreement.

(D) Additionally, to the extent applicable, ADASC shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under the State’s Public Records Laws. Except as provided herein, as between the Parties, Customer shall retain all right, title, and interest in and to all IP of Customer provided or made available to ADASC in connection with ADASC’s **Services** (collectively in this paragraph, “Customer IP”) and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Customer of any of its IP or other proprietary interests associated therewith, if any. Subject to the foregoing, Customer grants ADASC a non-exclusive, non-transferable worldwide limited right and license to access and use such Customer IP in connection with the provision of the Services to Customer hereunder. Further, Customer permits ADASC to identify Customer as a customer of ADASC in ADASC’s **marketing materials (including using Customer’s name and logo for** such limited purposes).

(E) Customer further acknowledges and agrees that for ADASC to perform the Services, it must, in some cases, give ADASC remote access to areas behind logins that are to be audited hereunder, including, without limitation to content **management systems and/or servers (collectively, the “System”), and agrees** that it will furnish to ADASC all necessary information and/or user names and passwords required to do so. ADASC agrees to follow commercially reasonable **security policies for accessing Customer’s System including any specific** security procedures as may be communicated to ADASC by Customer in writing prior to ADASC accessing the System. ADASC hereby recognizes that all data

may be a public record and therefore is required to be retained unless otherwise directed in writing by the Customer.

6.3 Right to Display ADASC Compliance Shield / Accessibility Policy. Customer may display an ADASC-provided compliance shield and customized accessibility policy on its websites or web applications. The provided ADASC compliance shield and customized accessibility policy shall remain under the full ownership and control of ADASC. ADASC shall retain the right at any time and in its sole discretion to withdraw its authorization to display such compliance shield and customized accessibility policy. Customer is expressly prohibited from using an ADASC compliance shield and customized accessibility policy for any purpose not specifically authorized by this Agreement or by an applicable SOW, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being serviced in connection with the Services.

6.4 Recording of Training Sessions. Customer shall not record any training session(s) relating to the Services provided without the prior written consent of ADASC. ADASC shall retain all intellectual property rights to the recorded material and grants Customer a Limited License to display, share, and/or incorporate into its own training material, the recorded material for current and future employees of Customer. Customer shall not, including but not limited to, display, share, assign, license, sell, or otherwise disseminate the recorded material to any third party, including but not limited to, any parent company, subsidiary, associated department, subdivision, affiliates, committee, officer, board of directors, governing body, or any entity not in direct privity of this Agreement, any recorded materials under this Limited License.

This Limited License shall remain in effect in perpetuity, or so long as Customer, as an entity, remains intact and has not altered its structure. In the event of, including but not limited to, any merger, buy-out, acquisition, or any event that may change, alter, or compromise the status of Customer, Customer shall request and obtain a new license from ADASC prior to the continued use of any and all recorded materials.

6.5 Derivative Works. All rights, title, copyright, and interest in all Derivative Works and improvements created by, or on behalf of, Customer will be the property of Customer so long as the Works do not violate the language set forth in Section 5 or Section 6 of this Agreement. Customer shall be entitled to protect intellectual property in all such derivative works and improvements as it may see fit, including by seeking copyright or patent protection. Notwithstanding the immediately preceding sentence, Customer may mark with its own copyright notice and register copyrights in derivative works as works that constitute original works of authorship, so long as such derivative

works are identified in such registration as based upon pre-existing works of ADASC.

7. INDEMNITY.

7.1 ADASC agrees to indemnify and hold harmless the Customer and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the Customer, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, ADASC's willfully reckless or willfully negligent act or omission.

7.2 Neither Party shall be liable to the other Party for consequential damages or lost profits pursuant to this Agreement.

7.3 Notwithstanding any provision to the contrary within this Agreement, Customer does not waive any Sovereign Immunity or the limitations contained in State Statutes, or any successor statute or statutes thereto, or other provisions of law.

8. GENERAL PROVISIONS.

8.1. Order of Precedence. The terms of this Agreement and any SOW are intended to complement each other, and to the extent they conflict, the terms of any SOW shall supersede conflicting terms and conditions in this Agreement, but solely with respect to Services provided pursuant to such SOW.

8.2. Subcontractors. Unless otherwise provided in a SOW, ADASC may provide Services hereunder through subcontractors and/or affiliates and such subcontractors and/or affiliates shall be bound by the terms of this Agreement.

8.3. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the Parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, a "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either Party to the other Party. If the Parties cannot resolve the Dispute within fifteen (15) business days, then the Parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the Parties may then proceed to filing a claim in the appropriate jurisdictional court. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Palm Beach County, Florida for purposes of any claims for equitable relief or claim in anyway related to this Agreement and waive any defense of inconvenient forum or venue. The prevailing party in any such dispute shall be entitled to claim its costs and fees

incurred in litigating any such dispute, **including reasonable attorney's fees, court, and experts' costs through all appeals.**

8.4. Status. ADASC is an independent contractor and not an employee, agent or representative of Customer. Nothing in this Agreement shall be construed as creating an employer-employee, partnership, joint venture or agency relationship.

8.5. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed duly given if delivered to a Party at its address set forth in the preamble of this Agreement (or the most recent address provided by such Party for notice purposes) by (i) hand delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery service. A notice shall be deemed received on date of delivery, if hand delivered or **delivered by overnight delivery service (as reflected in the carrier's records)**, or five (5) days from date of mailing, if mailed by certified mail.

8.6. Entire Agreement; Severability. This Agreement, together with any SOWs, sets forth the entire agreement of the Parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

8.7. Assignment. This Agreement may not be assigned by Customer except with the prior written consent of ADASC. ADASC may assign this Agreement **without Customer's consent** to the purchaser in connection with a sale of ADASC's business, provided the purchaser agrees to assume all obligations of ADASC hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful permitted assigns.

8.8. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument duly executed by each Party. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the Party who might assert such breach. Any failure or delay by either Party to exercise any right, power, or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement on that or any subsequent occasion.

8.9. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without reference to conflicts of law principles that would cause the application of the law of any other jurisdiction.

8.10. Force Majeure. If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's

reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

8.11. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 4 (Representations, Warranties & Covenants), Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Indemnity), Section 8 (General Provisions), **and Customer's payment obligations under any Proposal or SOW** shall survive any termination or expiration of this Agreement.

8.12 Waiver Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing **hereunder, shall not affect such Party's right to thereafter enforce such** provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

8.13 Counterparts. By using ADASC's **Services**, Customer consents to have this Agreement provided in electronic/digital form. Please print a copy of this document for your records. This Agreement and any modification may be executed and delivered (including by facsimile, portable document format (.pdf) transmission, or via any online e-signature platform) in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement.

8.14 No Construction Against the Drafter. In the interpretation of this **Agreement, the ‘contra proferentem’** rule of contract construction shall not apply, this Agreement being the product of negotiations between commercially sophisticated Parties, and therefore shall not be interpreted in favor of or against any Party by the sole reason of the extent to which such Party or its professional advisors participated or did not participate in the drafting of this Agreement.

8.15 Headings. Headings included herein are for convenience only and shall not be used to construe or interpret this Agreement.

8.16 Public Records. ADASC understands and agrees that all documents of any kind provided to the Customer in connection with this Agreement may be public records, and accordingly, ADASC agrees to comply with all applicable provisions of State law in handling such records. ADASC acknowledges that the designated public records custodian for the Customer is _____ **(“Public Records Custodian”). Among other** requirements and to the extent applicable by law, ADASC shall: 1) keep and maintain public records required by the Customer to perform the service; 2)

upon request by the Public Records Custodian, provide the Customer 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 State Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if ADASC does not transfer the records to the Public Records Custodian of the Customer; and 4) upon completion of the contract, transfer to **the Customer, at no cost, all public records in ADASC's possession or**, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to State laws. When such public records are transferred by ADASC, ADASC 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 Customer in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ADASC HAS QUESTIONS REGARDING THE APPLICATION OF STATE **STATUTES, TO ADASC'S DUTY TO PROVIDE PUBLIC** RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT

_____,
_____.COM, OR
_____.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.

ADA SITE COMPLIANCE, LLC

BELMOND CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____