

**PARKVIEW AT
LONG LAKE RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

April 18, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Parkview at Long Lake Ranch Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 11, 2022

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

Board of Supervisors

Parkview at Long Lake Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Parkview at Long Lake Ranch Community Development District will hold a Regular Meeting on April 18, 2022, at 10:00 a.m., at the Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Vacant Seat 4 (*Term Expires November, 2022*)
 - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
4. Consideration of Resolution 2022-02, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, *Florida Statutes*; Providing for Severability; and Providing an Effective Date

5. Consideration of Resolution 2022-03, Designating a Date, Time, and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
6. Consideration of Resolution 2022-04, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2022-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
9. Update: Stormwater Reporting Requirements
 - A. New Legislation
 - B. Documents to Complete
 - C. Consideration of Clearview Land Design, P.L., Proposal/Authorization for Work
10. Ratification of HGS Transition Letter
 - Kutak Rock LLP Retention and Fee Agreement
11. Ratification of Acquisition of Phase 2B Infrastructure
12. Acceptance of Unaudited Financial Statements as of February 28, 2022
13. Approval of August 16, 2021 Public Hearings and Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Statutory Changes from 2021 Legislative Session
 - I. Publication of Legal Notices
 - II. Public Records Exemptions
 - B. District Engineer: *Clearview Land Design, P.E.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 16, 2022 at 10:00 A.M.

- QUORUM CHECK

TIM MURRAY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MAC McCRAW	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
TOM GRIGGS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
VACANT	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
KEITH POLASKY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

3B

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Jamie Sanchez is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of April, 2022.

ATTEST:

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2022-02

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

WHEREAS, the Parkview at Long Lake Ranch Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT:

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

Seat # 3 (currently held by Tom Griggs)
Seat # 4 (currently Vacant)
Seat # 5 (currently held by Keith Polasky)

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

Seat # 1 (currently held by Tim Murray)
Seat # 2 (currently held by Mac McCraw)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 18th day of April, 2022.

ATTEST:

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Parkview at Long Lake Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT:

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Tim Murray	2024
2	Mac McCraw	2024
3	Tom Griggs	2022
4	Vacant	2022
5	Keith Polasky	2022

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

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 1st day of November 2022, at _____ a/p.m. and located at Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its April 18, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office / District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

PASSED AND ADOPTED THIS 18TH DAY OF APRIL, 2022.

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Chair/Vice Chair, Board of Supervisors

Secretary/Assistant Secretary

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Parkview at Long Lake Ranch Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 127.69 acres, located east of Sunlake Boulevard, north of Long Lake Ranch subdivision, and south of State Road 54, in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022
TIME: _____M.
PLACE: Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel
2740 Cypress Ridge Blvd.
Wesley Chapel, Florida 33544

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561)571-0010 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

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

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

Cindy Cerbone
District Manager

Run Date(s): _____ & _____

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

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

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

TIME: _____ **.M.**

LOCATION: **HAMPTON INN & SUITES BY HILTON - TAMPA/WESLEY CHAPEL
2740 CYPRESS RIDGE BLVD.
WESLEY CHAPEL, FLORIDA 33544**

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

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

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

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

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal

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

LANDOWNER PROXY

**PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Parkview at Long Lake Ranch Community Development District to be held at Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544, on November 1, 2022, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Total Number of Authorized Votes: _____

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

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

OFFICIAL BALLOT
PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 1, 2022

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

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

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

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

or

Attach Proxy.

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

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2022-04

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

WHEREAS, the Parkview at Long Lake Ranch 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 Pasco County, Florida; and

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

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 18th day of April, 2022.

ATTEST:

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

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

April 18, 2022

Parkview at Long Lake Ranch Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

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

II. Scope

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

III. Definitions

A. Agent

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

B. Construction Services

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

C. Contractor or Provider of Construction Services

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

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

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

F. Improper Payment Request

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

G. Non-Construction Goods and Services

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

H. Proper Invoice

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

I. Proper Payment Request

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

J. Provider

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

K. Purchase

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

L. Vendor

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

IV. Proper Invoice/Payment Request Requirements

A. General

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

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018156940C-3. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

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

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email cerbonec@whhassociates.com).

D. Proper Invoice for Non-Construction Goods and Services

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

1. Name of Vendor
2. Remittance address
3. Invoice Date

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

E. Proper Payment Request Requirements for Construction Services

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

V. Submission of Invoices and Payment Requests

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

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

- 1. Mailing and Drop Off Address**
Parkview at Long Lake Ranch Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, #410W
Boca Raton, Florida 33431
- 2. Email Address**
parkviewatlonglakeranchcdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

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

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

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

4. Payment of Undisputed Portion of Invoice

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

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

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

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

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

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

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

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

VII. Resolution of Disputes

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

A. Dispute between the District and a Provider

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

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

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

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

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

X. Late Payment Interest Charges

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

A. Related to Non-Construction Goods and Services

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

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

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

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

C. Report of Interest

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

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

7

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Parkview at Long Lake Ranch Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____, 2022

HOUR: 10:00 A.M.

LOCATION: Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel
2740 Cypress Ridge Boulevard
Wesley Chapel, Florida 33544

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

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

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

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

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

PASSED AND ADOPTED THIS 18TH DAY OF APRIL 2022.

ATTEST:

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
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**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 88,759				\$ 88,690
Allowable discounts (4%)	(3,550)				(3,548)
Assessment levy: on-roll - net	85,209	\$ 82,163	\$ 3,046	\$ 85,209	85,142
Assessment levy: off-roll	20,256	5,064	15,192	20,256	20,241
Landowner contribution	-	61	-	61	-
Total revenues	<u>105,465</u>	<u>87,288</u>	<u>18,238</u>	<u>105,526</u>	<u>105,383</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	20,000	787	19,213	20,000	20,000
Engineering	3,000	-	3,000	3,000	3,000
Engineering stormwater reporting	-	-	7,500	7,500	-
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation	750	750	-	750	750
Dissemination agent	1,000	417	583	1,000	1,000
Trustee	4,500	-	4,500	4,500	4,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	184	1,316	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,175	325	5,500	5,822
Contingencies/bank charges	500	94	406	500	500
Website hosting & maintenance	705	-	705	705	705
Meeting room	2,000	-	2,000	2,000	1,600
Website ADA compliance	210	-	210	210	210
Property appraiser	150	-	150	150	150
Tax collector	1,775	1,787	-	1,787	1,775
Total expenditures	<u>95,465</u>	<u>29,660</u>	<u>73,317</u>	<u>102,977</u>	<u>95,387</u>
Excess/(deficiency) of revenues over/(under) expenditures	10,000	57,628	(55,079)	2,549	9,996
Fund balance - beginning (unaudited)	-	(704)	56,924	(704)	1,845
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	11,841
Unassigned	10,000	56,924	1,845	1,845	-
Fund balance - ending	<u>\$ 10,000</u>	<u>\$ 56,924</u>	<u>\$ 1,845</u>	<u>\$ 1,845</u>	<u>\$ 11,841</u>

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	20,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,822
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Meeting room	1,600
Website ADA compliance	210
Property appraiser	150
Tax collector	1,775
Total expenditures	<u><u>\$ 95,387</u></u>

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Proposed Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ 326,204				\$ 326,204
Allowable discounts (4%)	(13,048)				(13,048)
Net assessment levy - on-roll	313,156	\$ 301,954	\$ 11,202	\$ 313,156	313,156
Assessment levy: off-roll	51,324	-	51,324	51,324	51,324
Interest	-	6	-	6	-
Total revenues	<u>364,480</u>	<u>301,960</u>	<u>62,526</u>	<u>364,486</u>	<u>364,480</u>
EXPENDITURES					
Principal	125,000	-	125,000	125,000	125,000
Interest	233,956	116,978	116,978	233,956	230,831
Tax collector	6,524	6,566	-	6,566	6,524
Total expenditures	<u>365,480</u>	<u>123,544</u>	<u>241,978</u>	<u>365,522</u>	<u>362,355</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,000)	178,416	(179,452)	(1,036)	2,125
Fund balance:					
Beginning fund balance (unaudited)	<u>295,963</u>	<u>295,976</u>	<u>474,392</u>	<u>295,976</u>	<u>294,940</u>
Ending fund balance (projected)	<u><u>\$294,963</u></u>	<u><u>\$474,392</u></u>	<u><u>\$ 294,940</u></u>	<u><u>\$ 294,940</u></u>	<u><u>297,065</u></u>
Use of fund balance:					
Debt service reserve account balance (required)					(178,978)
Interest expense - November 1, 2022					(113,853)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u><u>\$ 4,234</u></u>

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/22			115,415.63	115,415.63	6,195,000.00
05/01/23	125,000.00	2.500%	115,415.63	240,415.63	6,070,000.00
11/01/23			113,853.13	113,853.13	6,070,000.00
05/01/24	130,000.00	2.500%	113,853.13	243,853.13	5,940,000.00
11/01/24			112,228.13	112,228.13	5,940,000.00
05/01/25	135,000.00	2.500%	112,228.13	247,228.13	5,805,000.00
11/01/25			110,540.63	110,540.63	5,805,000.00
05/01/26	135,000.00	3.125%	110,540.63	245,540.63	5,670,000.00
11/01/26			108,431.25	108,431.25	5,670,000.00
05/01/27	140,000.00	3.125%	108,431.25	248,431.25	5,530,000.00
11/01/27			106,243.75	106,243.75	5,530,000.00
05/01/28	145,000.00	3.125%	106,243.75	251,243.75	5,385,000.00
11/01/28			103,978.13	103,978.13	5,385,000.00
05/01/29	150,000.00	3.125%	103,978.13	253,978.13	5,235,000.00
11/01/29			101,634.38	101,634.38	5,235,000.00
05/01/30	155,000.00	3.125%	101,634.38	256,634.38	5,080,000.00
11/01/30			99,212.50	99,212.50	5,080,000.00
05/01/31	160,000.00	3.750%	99,212.50	259,212.50	4,920,000.00
11/01/31			96,212.50	96,212.50	4,920,000.00
05/01/32	165,000.00	3.750%	96,212.50	261,212.50	4,755,000.00
11/01/32			93,118.75	93,118.75	4,755,000.00
05/01/33	175,000.00	3.750%	93,118.75	268,118.75	4,580,000.00
11/01/33			89,837.50	89,837.50	4,580,000.00
05/01/34	180,000.00	3.750%	89,837.50	269,837.50	4,400,000.00
11/01/34			86,462.50	86,462.50	4,400,000.00
05/01/35	185,000.00	3.750%	86,462.50	271,462.50	4,215,000.00
11/01/35			82,993.75	82,993.75	4,215,000.00
05/01/36	195,000.00	3.750%	82,993.75	277,993.75	4,020,000.00
11/01/36			79,337.50	79,337.50	4,020,000.00
05/01/37	200,000.00	3.750%	79,337.50	279,337.50	3,820,000.00
11/01/37			75,587.50	75,587.50	3,820,000.00
05/01/38	210,000.00	3.750%	75,587.50	285,587.50	3,610,000.00
11/01/38			71,650.00	71,650.00	3,610,000.00
05/01/39	215,000.00	3.750%	71,650.00	286,650.00	3,395,000.00
11/01/39			67,618.75	67,618.75	3,395,000.00
05/01/40	225,000.00	3.750%	67,618.75	292,618.75	3,170,000.00
11/01/40			63,400.00	63,400.00	3,170,000.00
05/01/41	235,000.00	4.000%	63,400.00	298,400.00	2,935,000.00
11/01/41			58,700.00	58,700.00	2,935,000.00
05/01/42	245,000.00	4.000%	58,700.00	303,700.00	2,690,000.00
11/01/42			53,800.00	53,800.00	2,690,000.00
05/01/43	255,000.00	4.000%	53,800.00	308,800.00	2,435,000.00
11/01/43			48,700.00	48,700.00	2,435,000.00
05/01/44	265,000.00	4.000%	48,700.00	313,700.00	2,170,000.00
11/01/44			43,400.00	43,400.00	2,170,000.00

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/45	275,000.00	4.000%	43,400.00	318,400.00	1,895,000.00
11/01/45			37,900.00	37,900.00	1,895,000.00
05/01/46	285,000.00	4.000%	37,900.00	322,900.00	1,610,000.00
11/01/46			32,200.00	32,200.00	1,610,000.00
05/01/47	295,000.00	4.000%	32,200.00	327,200.00	1,315,000.00
11/01/47			26,300.00	26,300.00	1,315,000.00
05/01/48	310,000.00	4.000%	26,300.00	336,300.00	1,005,000.00
11/01/48			20,100.00	20,100.00	1,005,000.00
05/01/49	320,000.00	4.000%	20,100.00	340,100.00	685,000.00
11/01/49			13,700.00	13,700.00	685,000.00
05/01/50	335,000.00	4.000%	13,700.00	348,700.00	350,000.00
11/01/50			7,000.00	7,000.00	350,000.00
05/01/51	350,000.00	4.000%	7,000.00	357,000.00	-
Total	6,195,000.00		4,239,112.56	10,434,112.56	

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AND DEBT SERVICE FUND
ASSESSMENT SUMMARY
FISCAL YEAR 2023**

On-Roll Assessments

Number of Units	Unit Type	Projected Fiscal Year 2023			FY 22 Assessment
		GF	DSF	GF & DSF	
66	TH 18'	\$ 299.63	\$ 754.55	\$ 1,054.18	\$ 1,054.41
94	TH 24'	299.63	771.54	1,071.17	1,071.40
136	SF 50'	299.63	1,499.11	1,798.74	1,798.97
<u>296</u>					

Off-Roll Assessments

Number of Units	Unit Type	Projected Fiscal Year 2023			FY 22 Assessment
		GF	DSF	GF & DSF	
56	TH 18'	\$ 281.15	\$ 709.28	\$ 990.43	990.64
16	TH 24'	281.15	725.25	1,006.40	1,006.61
0	SF 50'	281.15	1,409.16	1,690.31	1,690.52
<u>72</u>					

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

8

RESOLUTION 2022-06

**A RESOLUTION OF THE PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES,
TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD
OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Parkview at Long Lake Ranch Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Pasco County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of April, 2022.

Attest:

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2022	Regular Meeting	10:00 AM
November 1, 2022	Landowners' Meeting	__:__ A/PM
November 21, 2022	Regular Meeting	10:00 AM
December 19, 2022	Regular Meeting	10:00 AM
January 9, 2023*	Regular Meeting	10:00 AM
February 20, 2023	Regular Meeting	10:00 AM
March 20, 2023	Regular Meeting	10:00 AM
April 17, 2023	Regular Meeting	10:00 AM
May 15, 2023	Regular Meeting	10:00 AM
June 19, 2023	Regular Meeting	10:00 AM
July 17, 2023	Regular Meeting	10:00 AM
August 21, 2023	Public Hearing & Regular Meeting	10:00 AM
September 18, 2023	Regular Meeting	10:00 AM

Exceptions

* January meeting date is one week earlier to accommodate Martin Luther King Jr. Holiday

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

9A

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor.

subcontractor, or material supplier or carrier, from participating in the bidding process ~~that provides a preference based upon:~~

(a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;

(b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or

(c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any ~~from~~ state-appropriated funds ~~that were appropriated at the time of the competitive solicitation~~ and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works ~~such~~ project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;

2. Provide employees a specified type, amount, or rate of employee benefits;

3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work ~~that who~~ is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

9B

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	
Name of stormwater utility, if applicable:	
Contact Person	
Name:	
Position/Title:	
Email Address:	
Phone Number:	

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
If no, do you have another funding mechanism?
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
If Yes:
How many years does the plan(s) cover?
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
If Yes, does it include 100% of your facilities?
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

9C



PROPOSAL / AUTHORIZATION FOR WORK

March 7, 2022

Project Name: Long Lake Ranch CDD Stormwater Needs Analysis

To: Long Lake Ranch CDD
c/o Caryn Kupiec
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

We hereby propose to do the following work:

Provide the District with a Stormwater Needs Analysis Report in accordance with sections 403.9301 and 403.9302 of Florida Statues. The report with be submitted to Pasco County by June 30th, 2022. The county will then submit to the Department of Environmental Protection (EDR) by July 31st, 2022. EDR will publish an analysis of the submissions in the 2023 edition of the Annual Assessments of Florida’s Water Resources and Conservation Lands. The next report will be due in 2027.

Table with 4 columns: Description, Job No., Billing Type, Amount. Row 1: Stormwater Needs Analysis, CDD-LL-002, Lump Sum, \$7,500.00

All work herein is subject to the conditions described in Attachment “A” attached herewith and made a part of this “Authorization for Work”.

ACCEPTANCE:
Long Lake Ranch CDD
c/o Wrathell, Hunt and Associates, LLC

CLEARVIEW LAND DESIGN, P.L.

By: _____
Date: _____

Chris M. Fisher, P.E.
Senior Project Manager

Please return one signed copy to: heather.meyer@clearviewland.com

P:\Long Lake Ranch\Long Lake North CDD\DRAFTS\2022.02.23 CDD LL 002 Long Lake Ranch CDD Stormwater Report Work Order.docx



CLEARVIEW LAND DESIGN, P.L.
CDD FEE SCHEDULE
(Effective September 13, 2021)

DESCRIPTION	HOURLY RATE
Principal	\$250.00
Senior Professional Engineer	\$215.00
Professional Engineer	\$190.00
Design Engineer	\$170.00
Senior Field Engineer	\$150.00
Field Engineer	\$135.00
Senior Landscape Architect	\$200.00
Landscape Architect	\$170.00
Senior Environmental Scientist	\$200.00
Environmental Scientist	\$120.00
Entitlement Planner	\$200.00
Senior Professional Surveyor & Mapper	\$185.00
GIS Specialist	\$175.00
Senior CADD Designer	\$165.00
CADD Designer	\$145.00
Senior Project Coordinator	\$155.00
Project Coordinator	\$135.00
Graphic Designer	\$135.00
Project CPA	\$205.00
Administrative Assistant	\$90.00

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

10

Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Cindy Cerbone, District Manager
cerbonec@whhassociates.com
Tim Murray
tim.murray@mattamycorp.com

RE: Parkview at Long Lake Ranch Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Cindy/Tim,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client in one or more matter(s) ("Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

 10-26-21
(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)

2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have [DATE]

**given instructions under Alternative
#2; otherwise do not sign on this line.)**

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, LWhelan@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: October 15, 2021

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Parkview at Long Lake Ranch Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

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

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Lindsay Whelan	\$305
Associates	\$250 - \$285
Paralegals	\$170

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

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

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

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

X. EXECUTION OF AGREEMENT

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

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**PARKVIEW AT LONG LAKE
RANCH COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

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

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

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

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

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

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

11

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE
IMPROVEMENTS AND ACKNOWLEDGMENT OF
ASSIGNMENT OF WARRANTIES**

THIS ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF WARRANTIES (the “Assignment”) is made the 31 day of March 2022 by:

Parkview at Long Lake Ranch Community Development District (the “District”), which is a local unit of special-purpose government situated in Pasco County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

RIPA and Associates, LLC with a mailing address of 1409 Tech Blvd., Suite 1, Tampa, Florida 33619 (the “Contractor”); and

Mattamy Tampa/Sarasota LLC, with a mailing address of 4901 Vineland Road Suite 450, Orlando, FL 32811 (the “Landowner”).

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*, for the purposes of, among other things, financing, constructing, and maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is the owner and developer of the lands within the District; and

WHEREAS, the Contractor has provided construction services to the Landowner pursuant to a contract for the provision of such services, attached hereto as **Exhibit A** (the “Construction Contract”), as amended from time to time, in connection with its construction of certain infrastructure improvements within the Landowner’s Parkview at Long Lake Ranch Phase 2B project within the District (the “Project”); and

WHEREAS, the District intends to acquire certain portions of the Project (the “Improvements”), as more particularly described on the attached **Exhibit B**, and as part of that acquisition the Landowner intends to assign all warranties, including those provided in the Construction Contract to the District; and

WHEREAS, the Contractor acknowledges that the warranties are freely assignable and has no objection to the assignment of the warranties to the District; and

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the Landowner and the District agree, and the Contractor acknowledges, as follows:

SECTION 1. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract, from Landowner. The Contractor acknowledges and agrees that all warranties, statutory and contractual, are freely assignable and has no objection to Landowner assigning to the District the warranties described therein for the Improvements.

SECTION 2. ASSIGNMENT OF WARRANTIES. Landowner hereby assigns such warranties to the District and the Contractor hereby agrees to fulfill such warranties pursuant to the terms of the Construction Contract and Florida law.

SECTION 3. EFFECTIVE DATE. This Assignment shall take effect on the date identified above.

ATTEST:


**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT
DISTRICT**



Secretary / Assistant Secretary


Chairperson, Board of Supervisors

ATTEST:


RIPA & ASSOCIATES, LLC


THOMAS GRIGGS
[print name]


By: Chris LaFace
Its: CEO

ATTEST:

MATTAMY TAMPA/SARASOTA LLC


Susan Green
[print name]


Name: ROBERT MEYER
Title: VICE PRESIDENT

EXHIBIT A
CONSTRUCTION CONTRACT

MATTAMY TAMPA/SARASOTA, LLC
4107 Crescent Park Drive
Riverview, FL 33578
Phone: 813-381-3838
Fax: 813-381-3886

SITE CONTRACTOR AGREEMENT

Name of Contractor: RIPA & Associates, LLC Contractor No. _____
Type of entity (check one): LLC Corporation Partnership Sole Proprietorship
Contractor's License No. CGC009082, CUC1224980, FPC12-000056 Federal I.D. No. 59-3497167
Social Security No. _____ Sales Tax No. _____
Business Address: 1409 Tech Blvd, Suite 1, Tampa, FL 33619
Business Phone: 813-623-6777 Cellular Phone (813) 376-2261
Facsimile No. 813-663-6724 – main fax Primary E-mail Address: claface@ripatampa.com
Website: www.ripatampa.com Secondary E-Mail Address: i Robbins@ripatampa.com
Owner: Mattamy Tampa/Sarasota, LLC Business Address for Owner: 4107 Crescent Park Drive, Riverview, FL 33578
Owner's Authorized Representative: Mac McCraw, Director of Land Acquisition & Development

This Site Contractor Agreement (the "Agreement") is made and entered into effective the 10 day of December, 2018 by and between MATTAMY TAMPA/SARASOTA, LLC, a Delaware limited liability company, ("Owner") and the Contractor identified above ("Contractor").

RECITALS:

A. The parties intend this to be the Agreement between the parties pursuant to which Contractor will furnish all labor, equipment and/or materials necessary to fully complete the Scope of Work, attached hereto as Exhibit A (the "Work"), for the construction of the subdivision improvements on the property of Owner located at Long Lake Ranch (Parcel C) Exhibit J – Legal Description (the "Project") in Land O' Lakes (Pasco County), Florida (the "City" or "Municipality"). The Work to be performed by Contractor shall be in accordance with: (i) the plans and specifications prepared for the Project by Clearview Land Design, P.L., dated 07-31-2018, and any subsequent revisions thereto, with the latest revision on 10-05-2018; and a complete listing of the plan sheets applicable to the Work is attached at Exhibit "B" (collectively the "Plans"); and (ii) the Contract Documents, as hereinafter defined and as further described in this Agreement;

B. Contractor intends to perform or provide the Work on the Project in consideration for payment as set forth in this Agreement;

C. Owner desires to engage Contractor as an independent contractor for the purpose of performing the Work; and

D. Owner has retained Clearview Land Design, P.L. as its Engineer of Record for the Project ("Engineer").

Owner Initials 

Contractor Initials 

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Contractor agree as follows:

1. **Contract Documents.** This Agreement, any modifications to the Agreement made pursuant to paragraph 5.3 and Section 8 herein, the Plans, and the documents attached to or referenced in this Agreement, the Contractor's bid dated **REVISED 12/13/2018**, and the Notice to Proceed (collectively, the "Contract Documents") shall constitute the entire agreement between Owner and Contractor with respect to the Project. Any and all provisions of the Contract Documents which are applicable to this Agreement or which in any way affect the Work shall have the same effect as if written in full in this Agreement. Should the provisions of the Contract Documents be in conflict with the provisions of any other documents executed by and between Owner and Contractor concerning the Work, the Contract Documents shall control. Should there be a conflict between any of the Contract Documents, the provisions of this Agreement shall control. Exhibits attached to this Agreement are:

- 1.1 **Exhibit A – Scope of Work / Schedule of Values**
- Exhibit B-1 – List of Plan Sheets**
- Exhibit B-2 – List of Permits and Reports**
- Exhibit C – Draw and Payment Procedures and Policies**
- Exhibit D 1-4 – Form Lien Waivers**
- Exhibit E – Construction Schedule**
- Exhibit F – Special Conditions**
- Exhibit G – List of Materialmen and Subcontractors**
- Exhibit H – Safety Procedures and Project Rules and Regulations**
- Exhibit I – Payment Application**
- Exhibit J – Legal Description**

2. **Description of Scope of Work.** Contractor agrees to furnish all supervision, labor, materials, equipment and other facilities required to complete the Work in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all labor, equipment, materials, facilities, technology, supervision and services that are:

- (a) reasonably inferable from the Work specified;
- (b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
- (c) necessary to achieve successful, timely and safe completion of the Work;
- (d) necessary to cut, fit or patch portions of the Work, as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
- (e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and warranty requests by Owner.

3. **Date of Commencement and Time for Completion of the Work.** The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Contractor will achieve Substantial Completion of the Pond HC/HealthCare Site Grading by 2/19/19. The remainder of the work will be Substantially complete by 6/7/2019 ("Contract Time"). Final Completion of the Work shall be on or before 6/30/2019. Final Completion shall mean the date upon which the authority having jurisdiction over the work has been fully notified that the project is ready for a certificate of completion, or equivalent. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance

Owner Initials _____

Contractor Initials _____

with Section 8 of this Agreement. The parties also recognize the delay, expense and difficulties involved in a legal proceeding to prove the actual loss suffered by Owner if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner ~~\$1,000.00~~ for each calendar day that Substantial Completion is not achieved beyond the Contract Time. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, and any other damages of whatsoever nature incurred by Owner which are occasioned by Contractor's failure to complete the Work within the Contract Time, subject to force majeure items, including but not limited to delays caused by utility providers.

4. Contractor's Representations. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project locality and all local conditions, laws and regulations that in any manner may affect cost, progress performance or furnishing of the Work. If Contractor deems that the property on which the Project is to be undertaken is unsatisfactory, written notice of such condition shall be given to Owner. In the event that Contractor fails to give such notice to Owner and Contractor commences the Work, Contractor shall be deemed to have accepted the condition of the property and be liable for the expense of correcting its own unsatisfactory performance.

4.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions that are identified in any of the Contract Documents and accepts the determination set forth therein.

4.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in the paragraph 4.2) which pertain to the subsurface or physical conditions at or contiguous to the Project site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes, unless specifically requested by the Contractor, in writing, prior to its execution of this Agreement.

4.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.5 Prior to starting each part of the Work, Contractor shall carefully study and compare the Contract Documents in order to check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may or should, with a reasonable exercise of due diligence, discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or with a reasonable exercise of due diligence should have known thereof.

4.6 Contractor warrants and represents that it and, where required by law, Contractor's subcontractors and other personnel performing services hereunder are properly licensed and will remain properly licensed during the term hereof under all applicable laws and regulations for the performance of the Work. Contractor represents and warrants to Owner that it is properly licensed in the jurisdiction where the Project is located and where all Work is to be performed. Contractor shall, at its own cost and expense, (i) maintain all licenses required by law, rule or regulation; (ii) pay all taxes and fees of every kind that may be imposed by any governmental authority; and (iii) keep itself fully informed of and comply with all federal and state laws, city and county ordinances, codes and regulations which affect those employed on the Project, the materials to be used and the conduct of the Work. Further, Contractor shall complete the Work in strict accordance with all such laws, ordinances, codes and regulations. If the Contract Documents do not conform to the requirements of the above-specified authorities, the requirements of such authorities shall prevail and the Work shall be

Owner Initials _____

Contractor Initials  _____

completed by Contractor in conformance with such requirements. Contractor, if not a sole proprietorship, shall maintain its legal status within all applicable jurisdictions as a business entity.

4.7 Contractor acknowledges that Owner ultimately intends to cause the construction of single family residences on subdivision lots and other improvements at the Project and that the Project as constructed by Contractor will be suitable for the same. Contractor also acknowledges that Owner intends for the homes constructed to be conveyed to individual purchasers ("Homebuyer").

5. Contract Price and Payment.

5.1 Payment. Owner agrees to pay to Contractor, for the full and faithful performance of the Work, the Contract Price of \$3,364,440.80, subject to such additions and deductions as provided for herein (the "Contract Price"). No payment made by Owner, whether partial or final, shall be conclusive evidence of performance, either in whole or in part, or constitute an approval or acceptance by Owner of any materials provided or workmanship performed by Contractor pursuant to this Agreement, nor shall entrance and use by Owner constitute acceptance of the Work. Additionally, an application for payment signed or approved by Owner or Engineer shall not be construed as a waiver by Owner for Work defectively performed and shall not release Contractor from liability for defective work. Owner expressly reserves the right to inspect all Work or have others inspect all work prior to being obligated to make any payment due Contractor and to require correction of any unsatisfactory Work prior to payment.

5.2 Payment Procedures and Policies. The time and method of payment for the Work shall be pursuant to Owner's then-current draw and Payment Procedures and policies, as provided in Exhibit C ("Payment Procedures"). Contractor agrees to fully comply with the Payment Procedures as well as any reasonable changes to such Payment Procedures of which it is informed during the term of this Agreement. Owner shall make final payment to Contractor of the balance due to it under the Agreement within the time period specified in the Payment Procedures after Owner certifies that the Project has timely achieved Substantial Completion, Owner submits a written punchlist to Contractor and Contractor substantially completes all of the items on the punchlist. Contractor's final Application for Payment shall include the Final Payment Affidavit in accordance with Chapter 713, Florida Statutes and all final lien releases as required herein. Notwithstanding anything to the contrary herein, Owner is not required to make payment to Contractor of any amounts retained pursuant to the Agreement, if the reason giving rise to the right to retain the funds has not been satisfied by Contractor.

5.3 Deviations. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions hereof through a written Change Order (as defined herein). The Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) Engineer's approval of a shop drawing or sample; or (ii) Engineer's written interpretation or clarification. Notwithstanding anything herein to the contrary, Contractor shall not, without the prior written consent of Owner, make any changes, additions, deletions, or substitutions in or to the Work, including the Plans related to the Work, nor shall Contractor perform any additional work without the prior written consent of Owner, it being understood that Contractor shall receive no payment for any additional or modified work unless Contractor first obtains Owner's prior written consent in the form of a written Change Order (as defined below) signed by Owner for such work.

5.4 Retention of Payments.

5.4.1 Standard Retention. Contractor agrees that Owner shall retain ten percent (10%) of each and every payment, other than the final payment. All such retained funds shall be paid to the Contractor as provided for in the Payment Procedures.

5.4.2 Retention for Liens. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge the full amount of any liens recorded by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for reasonable attorney's fees which are actually incurred or maybe incurred as a result of the lien.

Owner Initials _____

Contractor Initials _____

5.4.3 **Retention for Claims.** Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge any claims made by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for limitation reasonable attorney's fees which are actually incurred or maybe incurred as a result of the claim.

5.4.4 **Retention for Lien Waivers.** Owner may withhold payment to Contractor until Contractor has furnished a lien waiver for the portion of the Work performed on the Project for which payment is sought including lien waivers from all of Contractor's subcontractors, laborers, and/or materialmen of any tier. The form of all such waivers shall be in the form of that attached hereto as Exhibit D-1 through D-4 so as to assure that no lien may attach to the property on account of the Work for which payment is being made.

5.4.5 **Retention for Default.** In the event that any default or breach by Contractor occurs under any other unrelated contract or agreement between Contractor and Owner for a different project, such default or breach shall automatically be deemed to be a default under this Agreement. In addition to the remedies provided herein, Owner shall have the right to setoff and deduct any damages or costs incurred by Owner or any of Owner's affiliates, subsidiaries or parent corporation (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Owner shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

5.4.6 **No Payment if Default Exists.** Contractor shall not be entitled to receive payment under this Agreement if it is in default under this Agreement or any other unrelated agreement with Owner, or any of Owner's affiliates, subsidiaries or parent corporations.

5.4.7 **Retention Pending Owner's Satisfaction with Work.** In addition to other amounts which may be retained by Owner as set forth herein, Owner expressly reserves the right to retain money due to Contractor or to become due to Contractor if Owner provides written notice to Contractor that the Work is unsatisfactory to Owner and such unsatisfactory condition is not remedied within a reasonable period of time as determined by Owner based upon the circumstances.

5.5 **Use of Proceeds.** Contractor agrees that money received for the performance of this Agreement, shall be used for the Work only and shall not be diverted to satisfy Contractor's obligations upon other contracts or for any other purpose whatsoever.

6. **Performance and Progress of the Work.**

6.1 Contractor shall initiate performance of the Project within the time period set forth in the Notice to Proceed.

6.2 Contractor shall cooperate with Owner and other contractors working at the Project and will participate in the coordination of the Work as required, specifically noting and advising Owner of any conflicts. Owner, however, will not be liable to Contractor for any delays in scheduling the Work, or for any damages arising from such delays. Contractor will furnish periodic progress reports, as requested, including information on the status of materials and equipment for the Project which may be in the course of preparation, manufacture or transit. Contractor agrees that it will cooperate with Owner to permit Owner to construct model or "spec" homes at the Project. This duty to cooperate shall include without limitation, prosecuting portions of the Work in advance of others so as to support Owner's homebuilding operations.

6.3 Contractor shall employ sufficient labor, equipment, and materials to perform and complete the Work within the Contract Time and in accordance with the Construction Schedule specified in Exhibit E to the this Agreement, or any applicable updates to the same, which shall in no event exceed the Contract Time.

Owner Initials _____

Contractor Initials  _____

6.4 In the event Contractor fails to commence the Work as required herein, fails to continue performance or fails to progress the work in a timely manner or otherwise fails to complete the Work within the Contract Time, the Owner may, upon 48 hours notice, at its sole option and discretion, without prejudice to other remedies provided herein, either terminate this Agreement as provided for in Section 19 below and replace Contractor or procure additional contractors to perform the Work and deduct the costs of such work from the payment then or thereafter due to Contractor.

6.5 Contractor shall perform the Work in strict accordance with the Contract Documents. There are to be no substitutions of materials or variations whatsoever from the Contract Documents without the prior written approval of Owner. Whenever any manufactured article, implement or series of articles or implements is mentioned in the Contract Documents by trade name, it is intended to establish a standard of quality or merit and Contractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutions of equal merit may be used by Contractor only upon the prior written consent of Owner evidenced by a written letter of approval signed by Owner's Authorized Representative. If the Work shall require the installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and, thereupon, to handle, store and install with such skill and care as necessary to insure a satisfactory installation. Loss or damage due to acts of Contractor or its subcontractors, materialmen, employees or agents shall be charged to Contractor.

7. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of the Work. Contractor is obligated to perform the Work with promptness, diligence and efficiency in a manner which does not interfere with or delay the performance of any other contractor performing work on the Project.

8. Change Orders.

8.1 Owner's Right to Change Work. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, make changes of any scope or nature, including additions to and deletions from, the Work. Owner shall issue to Contractor a Change Order for each such change. Work performed under a Change Order shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work, as changed. Owner is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order from Owner.

8.2 Contractor's Compensation for Change in Work and Extension in Contract Time. Owner shall determine the adjustment in either the Contract Time and/or the Contract Price, if any, associated with the Change Order. If Contractor commences Work described in the Change Order it shall be deemed to have accepted the terms, including any change in either the Contract Time and/or Contract Price, if any, as set forth in the Change Order. Any request for additional compensation, or extension of the Contract Time which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if, in the sole opinion of Owner, the Work in question is a required item under the original Contract Documents.

8.3 Allowable Mark-Up. In no event shall the total mark-up for Change Orders exceed ____%.

8.4 Unauthorized Changes in the Work. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in this Section 8, except in the case of an emergency affecting the safety or protection for persons or the Work or property at the Project, in which case Contractor is obligated to act to prevent the threatened damage, injury or loss. Any Change Order not submitted by the Contractor within 45 days of the date the change was realized, or with the exercise of due diligence should have been realized, by Contractor is deemed waived.

8.5 Limitation on Additional Work. If Contractor makes any unauthorized change in the Work or performs any unauthorized extra work that affects the scope of the Work or the expenses of other contractors, then Contractor will be liable for all costs and expenses incurred by Owner as a result of the unauthorized work.

Owner Initials _____

Contractor Initials

8.6 Notification to Surety. If notice to a Surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

9. General Terms and Conditions.

9.1 No Damages For Delay. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Owner, or anyone for whom Owner is responsible.

9.2 Permits, Fees and Platting. Unless otherwise provided for in the Scope of Work (Exhibit "A") or the Special Conditions (Exhibit F), Owner shall secure and pay for all permits. However, Contractor shall be required to schedule all inspections necessary under any such permits which are related to the Work.

9.3 Permits and Platting. Owner covenants and agrees that Owner will sign, as Owner of the property, any applications for permits, licenses or other approvals which may be necessary in connection with the development and to execute and process any subdivision plat and/or easements for public utilities or right-of-way which may be required in connection with the Project.

9.4 Tax. Contractor shall be responsible for paying all taxes required by law in connection with the Work. Contractor shall be solely responsible for withholding taxes, social security taxes and state unemployment taxes for all employees, subcontractors and agents of Contractor. Notwithstanding the foregoing, Contractor shall not charge any sales or privilege tax on any amounts due from Owner under this Agreement, as Owner shall be responsible for paying such taxes directly to the applicable governmental authorities.

9.5 Subcontractors, Materialmen and Laborers. Contractor shall oversee, supervise and manage all its agents, and all subcontractors, materialmen and laborers of any tier providing services on the Project. Contractor agrees to present to Owner, immediately upon determination and prior to commencement of any Work, a complete list of materialmen, laborers and subcontractors of any tier (including their names, addresses and telephone numbers, that will be performing Work at and/or providing materials to the Project. This list will be attached to this Agreement as Exhibit G. Owner has the right to object to the use of any materialmen, subcontractors and laborers as proposed by Contractor. Upon receipt of notice that Owner objects to the use of a materialman, labor or subcontractor, Contractor shall promptly replace the objected to materialman, laborer or subcontractor.

9.6 As-Built Plans and Annotated Specifications and Other Documentation. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

- (a) As-built plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, pipes, and other significant features; and
- (b) Specifications, inclusive of all annotated specifications marked in the field to show all changes, revisions and substitutions.

9.7 Shop Drawings. Contractor will promptly submit shop drawings, installation instructions and samples as required by the Contract Documents or as required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work for the Project. Contractor is to check all shop drawings or other items submitted to ensure that they are dimensionally acceptable and they meet all requirements of the Plans. Contractor shall be solely responsible for any additional costs that arise due to Contractor's failure to adequately check any and all shop drawings or other items submitted as required herein.

9.8 Provision of Information. If requested by Owner, Contractor shall furnish all information in the possession of Contractor, its subcontractors, materialmen, laborers, or any of their employees or agents, whether written

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or non-written, which pertains to the Work or the Project and any other information pertaining to the financial condition of Contractor. Owner shall have the right to terminate this Agreement as provided for in Section 19 below, if at any time Owner shall reasonably determine that Contractor's financial condition has deteriorated and become unsatisfactory to Owner. In case of such termination, Contractor shall be deemed to be in default of this Agreement.

9.9 Payment and Performance Bonds. If requested by Owner or required by the Contract Documents, and at Owner's expense, Contractor shall furnish to Owner an acceptable Payment and Performance Bond in the form and amount and with a surety acceptable to Owner.

9.10 Equipment and Material Handling. Contractor shall be responsible for receiving, offloading, handling, placing, securing and storing of all Contractor's own materials and equipment required for the Work in addition to those materials, if any, supplied by Owner for use in the Work. Contractor agrees that Owner shall not be responsible for the loss of materials, equipment or tools on the job site nor for vandalism or malicious damage to work performed by Contractor. Contractor further agrees to abide by Owner's decision in regard to the allotment of all storage and working space on the Project. Any equipment stored or posted on the Project shall be adequately secured and/or guarded to prevent unauthorized access or use.

9.11 Temporary Facilities and Services. Unless otherwise provided in this Agreement, Contractor shall provide at its own expense whatever toilet facilities, storage sheds, work shops and offices are necessary for Contractor's performance of the Work. Owner shall have access to any and all parts of such premises and may inspect them at any time.

9.12 Damage to Work. Contractor is responsible for the quality and integrity of all items covered under this Agreement. In the event Contractor or one of its subcontractors, materialmen or laborers cause damage to the Work, Owner may in addition to any other remedies it has hereunder, issue a backcharge to Contractor. Contractor will be responsible for all costs of repair and replacement for such damaged work and agrees to indemnify and hold harmless Owner against any and all losses, damages, claims or suits, including all costs and attorneys' fees, based upon or arising out of such damage. If damage is done to the Work, Contractor must repair the same within five (5) days period. Should Contractor fail to repair the same, Owner may remedy any such damage and Owner shall have the right to backcharge Contractor for the costs incurred.

9.13 Damage to Work of Others. Notwithstanding anything to the contrary herein, Owner shall have the right, but not the obligation, to immediately remedy any damage Contractor causes, without the necessity of providing Contractor with any right to cure, if the damage is to work or facilities outside the Work of this Agreement.

9.14 Safety. Contractor agrees to conform to the safety protocols described in Exhibit H and to comply with all applicable safety and health laws, rules and regulations, including federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration ("OSHA") and any state or local governmental requirements. Contractor agrees to indemnify and hold Owner harmless for, of and from any loss, including, but not limited to, any fines, penalties and corrective measures Owner may incur due to Contractor's failure to comply with the applicable safety and health laws and, rules and regulations in connection with the performance of this Agreement. Contractor further agrees that failure to comply with such safety and health requirements is a default of Contractor's obligation under this Agreement.

9.15 Compliance with Laws, Rules and Regulations.

9.15.1 The Contractor shall comply at all times with all federal, state, county and municipal laws and regulations that in any manner affect the Agreement, the Work and Contractor's performance. Without limiting the generality of the foregoing statement, such laws and regulations include, but are not limited to, all laws and regulations with respect to employment of workers; the terms and conditions of employment; equal employment opportunity and nondiscrimination, including "harassment" and retaliation/"whistleblowing"; immigration; wages (including the payment of minimum and overtime wages, and payroll withholdings); workers', hours (including the provision of any lunch and rest breaks required by law); benefits (including the provision of any leaves of absence required by law); classification of workers as "employees" or "contractors"; collective bargaining and labor-management relations; occupational safety and health (including the provisions of all

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personal protective equipment, training and "competent persons" required by law); inspection of the Work and inspection of the construction equipment. By making references to particular laws and regulations in this Agreement, the Owner does not intend to restrict or limit in any way the laws and regulations which apply to the Contractor's performance under the Agreement. Contractor for itself and its agents agrees to furnish all labor, materials, supplies and equipment necessary to perform the Work in strict compliance with all applicable federal laws, the current municipal codes, together with all applicable state, county or municipal building codes, rules and regulations.

9.15.2 General Environmental Compliance.

- (i) Contractor and its subcontractors, materialmen and laborers of any tier shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to the failure of the Contractor or its subcontractors, materialmen or laborers of any tier to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- (ii) Contractor is solely responsible for the proper use, storage and handling of all materials, including but not limited to potential pollutants, used in the Work, and for the generation, handling and disposal of all wastes resulting from the Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor subcontractors, materialmen or laborers of any tier generate more than 100 kilograms of hazardous waste in any one month onsite.
- (iii) Contractor and its subcontractors, materialmen and laborers of any tier must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether located at the Project, offsite, or in any way associated with the Work.
- (iv) Contractor and its subcontractors, materialmen and laborers of any tier must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the Project or into a storm water management or conveyance system.
- (v) Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by applicable laws, rules and regulations, any release or discharge by Contractor and any of its subcontractors, materialmen or laborers of any tier, of any hazardous or other regulated substance, whether on or off the Project while acting on behalf of or within the Work, including but not limited to dust emissions for which Contractor shall be responsible and shall, at its cost, regulate and control in accordance with all applicable rules and regulations. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, materialmen, laborers of any tier.
- (vi) In the event that Contractor fails to correct any non-compliance with this Section 9.15 within five (5) days of written notice from Owner, Owner may, without assuming any liability therefor, correct such non-compliance and charge the costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation costs, and penalties and fines for noncompliance.
- (vii) All materials placed onsite or transported to and from the Project and all controlled substance emissions, including dust, by Contractor or Contractor's agents shall be at the risk and sole responsibility of Contractor.

9.15.3 Storm Water Management.

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- (i) Contractor and Contractor's agents shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and its subcontractors, materialmen or laborers of any tier shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to the failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP by the Contractors, its subcontractors, materialmen or laborers of any tier. Such failure shall constitute a material breach of this Agreement. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors or materialmen. In the event that multiple contractors are working onsite the Owner at its sole discretion may assess the violation to each contractor as Owner sees fit.
- (ii) Contractor shall require Contractors, subcontractors and materialmen of any tier to immediately notify Contractor and Owner of any source pollutants that Contractors, subcontractors and materialmen of any tier intend to use on the Project that are not identified in the SWPPP, and shall require that each of Contractors, subcontractors and materialmen of any tier on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the Project. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the Project, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the Project which leaves the Project or is capable of being washed from the Project during a rain event, or (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control.
- (iii) Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the costs to remedy the violation, and Owner shall have all rights and remedies available to Owner under the Agreement.

10. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Work will be solely with Contractor, subject to its duty to consult with Owner and subject to the terms and conditions of this Agreement. Contractor is not to be considered an agent or employee of Owner for any purpose. Contractor is responsible for the manner, means and methods of timely completing the entirety of the Work; hiring, training, supervising/controlling, disciplining, firing and scheduling its own employees; withholding appropriate amounts for federal, state and local taxes; and providing benefits to employees, including, but not limited to, workers' compensation benefits. Owner shall not, under any circumstances, be liable for wages, federal and state employment taxes, benefits or workers' compensation to employees of Contractor, or any of its subcontractors, materialmen or laborers of any tier.

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11. **Non-exclusive Agreement.** Contractor acknowledges that this Agreement does not grant Contractor the right to perform all the work necessary for the Project, but rather is a non-exclusive agreement, which allows Owner to select from various contractors to obtain performance of the work necessary for the Project.

12. **Defense.** Contractor shall, with respect to all Work which is governed by or incidental to this Agreement, defend Owner, or their agents, employees, assigns or representatives of, to the fullest extent permitted by law at the Contractor's full expense, from, and against any and all demand, claim, liability, loss, damage, cost, expense and attorneys' fees arising directly or indirectly from the Work or from Contractor's acts, omissions or operations under this Agreement or which occur on or with respect to the Work on the Project, including, but not limited to, losses, damages and claims relating to or resulting in bodily injury and death and physical damage and loss, and further including all such expenses incurred in any attempt to enforce this defense provision.

12.1 Contractor's duty to defend under this Section 12 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Owner and/or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any person or entity with written notice of such claim being provided to the Contractor.

12.2 Contractor's defense obligation hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and that any action against the defended parties for such matters which are defended hereunder are fully and finally barred by applicable laws.

12.3 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

13. **INDEMNIFICATION.** CONTRACTOR SHALL, WITH RESPECT TO ALL WORK WHICH IS GOVERNED BY OR INCIDENTAL TO THIS AGREEMENT, INDEMNIFY (THROUGH LEGAL COUNSEL ACCEPTABLE TO OWNER) AND HOLD OWNER AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, LENDERS AND ANY OTHER PARTY IN INTEREST DESIGNATED BY OWNER, OR THEIR AGENTS, EMPLOYEES, ASSIGNS OR REPRESENTATIVES (COLLECTIVELY, REFERRED TO AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY DEMAND, CLAIM, LIABILITY, LOSS, DAMAGE, COST, EXPENSE AND ATTORNEYS' FEES ARISING DIRECTLY OR INDIRECTLY FROM THE WORK OR FROM CONTRACTOR'S ACTS, OMISSIONS OR OPERATIONS UNDER THIS AGREEMENT OR WHICH OCCUR ON OR WITH RESPECT TO THE WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES AND CLAIMS RELATING TO OR RESULTING IN BODILY INJURY AND DEATH AND PHYSICAL DAMAGE AND LOSS, AND FURTHER INCLUDING ALL SUCH EXPENSES INCURRED IN ANY ATTEMPT TO ENFORCE THIS INDEMNIFICATION PROVISION. CONTRACTOR SHALL INDEMNIFY AND DEFEND OWNER UNDER THIS SECTION REGARDLESS OF CONTRACTOR'S NEGLIGENCE OR LACK THEREOF FOR CLAIMS BY THIRD-PARTIES AGAINST OWNER ARISING OUT OF OR RELATED TO THE WORK; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES WITH RESPECT TO DAMAGES WHICH ARE ULTIMATELY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DUE SOLELY TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY EXPRESSLY INDEMNIFIES OWNER AGAINST ALL LIABILITY, CLAIMS, SUITS, DAMAGES, LOSSES OR JUDGMENTS OR EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPERT AND INVESTIGATIVE FEES AND COSTS, WHICH CONTRACTOR MIGHT INCUR BECAUSE OF CONTRACTOR'S FAILURE TO DISCOVER OR REMEDY A DANGEROUS CONDITION CREATED BY CONTRACTOR.

13.1 ALL INDEMNIFICATIONS, WARRANTIES, GUARANTEES AND OBLIGATIONS GIVEN IN ACCORDANCE WITH THIS AGREEMENT OR THE CONTRACT DOCUMENTS SHALL SURVIVE FINAL PAYMENT, COMPLETION AND ACCEPTANCE OF THE WORK AND TERMINATION OR COMPLETION OF THIS AGREEMENT.

13.2 UNDER NO CIRCUMSTANCES SHALL THE INSURANCE REQUIREMENTS AND LIMITS SET FORTH IN THIS AGREEMENT BE CONSTRUED TO LIMIT CONTRACTOR'S INDEMNIFICATION

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OBLIGATIONS OR OTHER LIABILITY HEREUNDER. CONTRACTOR WAIVES ANY RIGHTS OF SUBROGATION AGAINST OWNER AND SHALL REQUIRE CONTRACTOR'S AGENTS TO WAIVE SUBROGATION RIGHTS AGAINST CONTRACTOR.

13.3 Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all claims, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Section 14, or benefits payable by/for Contractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall be limited to the greater of:

- (a) a maximum of Five Million and No/100 Dollars (\$5,000,000.00); or
- (b) the amount of the Contract Price; or
- (c) the maximum amount of recovery available to the Contractor under any and all policies of insurance and applicable to any claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Agreement is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

13.4 CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST THE INDEMNITEES FOR SUCH MATTERS WHICH ARE INDEMNIFIED HEREUNDER ARE FULLY AND FINALLY BARRED BY APPLICABLE LAWS.

13.5 Contractor shall be responsible for the safety of Contractor's agents, employees, independent contractors and suppliers and visitors. Contractor shall indemnify, defend, hold Owner harmless against all loss, damage, claims, liabilities, and cost or property damage suffered by contractor or contractor's agents, subcontractors, employees, independent contractors or suppliers.

13.6 Contractor shall defend, protect, indemnify and hold Owner harmless from and against all claims, liability, costs, expenses and other losses arising by reason of any liens for labor and/or materials furnished to the Project, arising from the Work.

13.7 Contractor hereby waives all rights to file claims, lawsuits or other proceedings and to make any demand or assertion of liability against Owner or any of the other Indemnitees for any injury, damage or death that Contractor or any of Contractor's employees, invitees, suppliers, subcontractors, or agents may suffer or incur on the Project or related to the Work or the Project in any manner, as Contractor shall be solely responsible to insure against all such matters. Furthermore, Contractor hereby agrees to indemnify, defend and hold Owner harmless from any and all claims, lawsuits, proceedings, demands and assertions which may be filed contrary to the waiver contained in the preceding sentence.

13.8 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

13.9 Contractor Liability. Contractor shall secure and protect all material, equipment and completed portions of the Work within its control and shall be liable for all theft, vandalism, loss or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the Work by Owner. Contractor shall reimburse Owner on demand for all damage to other work, material, supplies or equipment located on the Project caused by Contractor in the performance of the Work, including Contractor's failure to secure and protect as set forth herein. Contractor agrees to indemnify Owner against all costs or claims for transportation of laborers, materials and equipment

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to and from the Project and for all incidental expenses in connection with the Work performed by Contractor. Contractor agrees to protect, indemnify and hold Owner harmless against any and all liens and claims of persons claiming to have performed labor or to have furnished materials or services in connection with this Agreement or that portion of the work which is performed by Contractor or any employee or Contractor, or any subcontractor or supplier.

14. **Insurance.** Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage: During the term of the Agreement, the Contractor must procure and maintain, at its own expense, insurance of the kinds and in amounts not less than specified below. Such insurance must be placed with an insurance company or companies and in a form acceptable to Owner. Certificates of Insurance evidencing these coverages shall include the activities and operations conducted by the Contractor under this Agreement, and any other person performing work on behalf of the Contractor shall be maintained from the commencement of the performance of the Work by the Contractor until the end of the applicable warranty period; and must be submitted to Owner prior to Contractor entering upon the Project to perform the Work.

14.1 Contractor shall procure and maintain, in force throughout the period of time it is performing any Work for Owner, at its sole cost and expense, Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth in this section.

14.2 All Insurance.

14.2.1 AM Best rating at least A-VIII

14.2.2 Thirty (30) day notice to Owner for non-renewal, cancellation and/or material change in coverage (ten (10) days for non-payment of premium) required.

14.2.3 Occurrence basis (except professional liability)

14.3 Worker's Compensation – Contractor shall procure and maintain, in force throughout the period of time it is performing any work for Owner, at its sole cost and expense, workers compensation and; unemployment insurance coverage and Occupational Disease Coverage (if applicable) in such amounts and upon such terms as is required by Owner and/or all applicable laws of the state where the Work is being performed, whichever is greater. Such insurance coverage shall be in accordance with the policy requirements established in this section.

14.3.1 Workers Compensation – Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds.

14.4 Contractor's Liability.

14.4.1 Commercial General Liability – The limits of liability shall not be less than:

Two Million and No/100 Dollars (\$2,000,000.00) General Aggregate Limit
One Million and No/100 Dollars (\$1,000,000.00) Each Occurrence
Two Million and No/100 Dollars (\$2,000,000.00) Contractual Liability
Two Million and No/100 Dollars (\$2,000,000.00) Completed Operations / Aggregate

14.4.2 Employers' Liability:

Bodily Injury by Accident: One Million and No/100 Dollars (\$1,000,000.00) each accident
Bodily Injury by Disease: One Million and No/100 Dollars (\$1,000,000.00) each employee

14.4.3 When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance which demonstrates that the employees are covered through the leasing company. A second certificate of insurance evidencing a separate worker's

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compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the contractor's own policy is required.

14.4.4 Coverage must include a waiver of subrogation endorsement. The proprietor, partners, employees, agents, officers, and executive officers of the Contractor must be included under the coverage.

14.4.5 ISO or comparable Occurrence Form (modified occurrence and claims made forms are not acceptable).

14.4.6 Bodily injury and property damage coverage including but not limited to products/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this Agreement), broad form property damage, personal and advertising injury, independent contractor's liability, mobile equipment, elevators, owners and contractors protective liability, damage from explosion, collapse and underground hazards, and cross-liability and severability of interest clauses.

14.4.7 CG 2010 (11/85) or equivalent, Additional Insured Endorsement or a substitute form or similar coverage providing coverage equal to or greater than said form which would at a minimum provide additional insured status with respect to "bodily injury" or "property damage" arising out of Contractor's Work pursuant to the Contract Documents and which provides coverage both during operations and during the products completed operations hazard period in favor of Owner, its affiliates and subsidiaries, on a primary and non-contributory basis. General liability coverage will continue to apply to "bodily injury" and to "property damage" occurring after all work or operations on the Project of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use. Additional Insured Endorsements must be attached to the certificate evidencing all coverage requirements. Additional Insured Endorsements for Completed Operations are not necessary for engineering, geotechnical, surveying and architectural consulting services.

14.4.8 Subsidence coverage (not applicable to engineering, geotechnical, surveying, sanitary services and similar consulting services).

14.4.9 Two Million and No/100 Dollars (\$2,000,000.00) blasting collapse and underground (for contractors that perform excavation and blasting related services).

14.4.10 No exclusionary language or limitations relating to residential, condominiums, multi-family or multi-unit dwellings.

14.4.11 No exclusionary language or limitations relating to the scope of coverage for liability arising from pollution, mold or fungus, or arising from the use of EIFS, DEIFS or similar products

14.4.12 A provision that defense costs are paid in excess of limits and do not deplete any policy limits.

14.4.13 Additional Insureds to be named as "Mattamy Tampa/Sarasota, LLC, and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders".

14.4.14 A waiver of subrogation in favor of the additional insureds shall apply.

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14.4.15 A deductible or self-insured retention of no more than Five Thousand and No/100 Dollars (\$5,000.00) as to Contractor and no deductible or self-insured retention as to any additional insured.

14.4.16 Coverage will not be limited to vicarious liability and will extend to (and there will be no endorsement limiting coverage for) the negligent acts, errors or omissions of Contractor in connection with or relating to the Work.

14.4.17 A per project aggregate must be shown on the certificate of insurance.

14.4.18 Two Million and No/100 Dollars (\$2,000,000.00) Umbrella policy to provide excess coverage over the auto liability, general liability and employer's liability.

14.5 Commercial Auto Coverage --Auto liability in a combined amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, including death, and property damage on each vehicle that the Contractor and its servants, agents, assignees or employees may use at any time in connection with the performance of the Work, including, but not limited to, owned autos, hired and non-owned autos, or operated by the Contractor and its servants, agents, assignees or employees. (Auto insurance applies to personal vehicles used by Contractor or Contractor's agents.) The certificate of insurance must reflect that the auto insurance insures a vehicle driven by the Contractor and Contractor's agents.

14.6 Business Auto Liability -- covering any automobile, including hired and non-owned autos.

14.6.1 Additional Insureds to be named as "Mattamy Tampa/Sarasota, LLC, and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders".

14.6.2 In the event that Contractor's employees use non-owned autos which cause damage or are damaged on the Project, then Contractor's employees shall look solely to their own auto liability insurance to cover such claims and thereafter Contractor will be responsible for any additional liability or costs incurred due to such damage. Further, if Contractor's employees do not have auto liability insurance, or the claim exceeds such employee's insurance limits, Contractor shall be responsible for any additional liability or costs incurred due to such damage. In the event that a claim for damage to an automobile is brought against Owner, then Contractor hereby agrees to indemnify, defend and hold Owner harmless from any such damages, costs, or claims.

14.7 Contractor's Equipment: Contractor will, at all times, maintain a contractor's equipment all-risk policy insuring inventories, tools, equipment, products, supplies, etc., owned, rented or leased and will assume full responsibility for loss or damage by any cause whatsoever while on the Project. Such insurance shall include a waiver of subrogation against Owner.

14.8 Riggers Liability: If required, Riggers Liability insurance to insure against physical loss or damage to the Project and surrounding property or equipment involving rigging, hoisting, lowering, raising or moving of property or equipment of others.

14.9 Miscellaneous:

14.9.1 All policies (where allowed by law) must contain an endorsement affording Owner an unqualified thirty (30) days' notice of cancellation, nonrenewal, expiration or reduction in coverage. Not less than thirty (30) days prior to expiration, cancellation or termination of any such policy, the Contractor shall supply Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal and said original policy. Said new and replacement endorsements shall be endorsed in favor of Contractor as set forth above.

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14.9.2 At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.

14.9.3 In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.

14.9.4 Contractor shall require that each of its subcontractors, materialman or laborers to also separately maintain all insurance coverages that Contractor is required to maintain herein. Any and all other Commercial General Liability policies or coverages obtained, maintained or otherwise available to Contractor which include or are applicable to Owner as an additional insured shall also cover liability arising out of or related to the Work and the labor and materials provided for under this Agreement and shall be primary and non-contributory.

14.9.5 Contractor's obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under this Agreement or Contractor's indemnification, warranty obligations or other liability in any manner. The requirements merely represent the minimum amounts of insurance coverage required to be maintained by Contractor.

14.9.6 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insureds.

14.9.7 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

14.9.8 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project during its off-Project sites, in transit and while stored or worked upon away from the Project site.

14.9.9 All required insurance policies shall contain no endorsements that restrict limits of liability to additional insureds and shall have coverage forms which are acceptable to Owner. Nor shall there be any limitation or exclusions as respects to the additional insured coverage for claims involving Bodily Injury of a Contractor's employees or of any other third party. If requested, Contractor shall provide certified copies of all such policies to Owner within thirty (30) days of such request.

14.9.10 If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Contractor, in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

14.9.11 Certificates of Insurance, including copies of policy endorsements listed below, evidencing required coverage shall be delivered to Owner prior to the Contractor commencing any Work or services.

14.9.12 All coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

14.9.13 All insurance shall be issued by a company with an A.M. Best rating of at least A-/VIII.

Owner Initials _____

Contractor Initials  _____

14.9.14 There shall be no endorsement, exclusion or modification relating to pollution, explosion, collapse, underground property damage, Blanket Contractual Liability, or Broad Form Property Damage coverage or work performed by Contractor. All coverage shall be placed with an insurance company duly admitted in the State where the Project is located and shall be reasonably acceptable to Owner.

14.10 Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability and Workers Compensation in favor of Owner with respect to Losses arising out of, or in connection with, the Work.

14.11 Occurrence form shall not be modified.

14.12 Contractual liability coverage shall be included.

14.13 Coverage for all residential attached and unattached buildings.

14.14 If the services of a company are used to insure its worker's compensation exposure, the following documents must be delivered to Owner before any work can be performed on the Project:

14.14.1 Certificate of insurance evidencing that the Contractor's employees at the Project are covered through the leasing company.

14.14.2 If applicable, a second certificate of insurance evidencing that the Contractor has purchased its own separate worker's compensation insurance policy for any employees not covered by the leasing company's insurance. It is imperative that this second policy be insured through the same insurance company as the leasing company and that the second policy has a different policy number from that of the leasing company.

14.14.3 A declaration sheet (the cover page of the policy) from the Contractor's own policy.

14.15 The following must be attached to this Agreement prior to the start of Work and shall become part of the Documents which constitute the Agreement in whole:

14.15.1 Certificate of Worker's Compensation and Employers Liability Insurance;

14.15.2 Business Automobile Insurance;

14.15.3 Certificate of Commercial General Liability Insurance;

14.15.4 W-9; and

14.15.5 Independent Contractor Exemption Certificate (If not incorporated) or Documentation of Incorporation.

14.16 If any obligation found in this Agreement is invalid, the parties hereto agree to allow a court to reduce the amount as authorized by applicable state law.

14.17 As used in this Agreement, the term "business day(s)" shall mean any day other than a Saturday, Sunday or legal holiday in the state in which the Project is located.

14.18 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insured.

Owner Initials _____

Contractor Initials  _____

15. Labor Matters.

15.1 Employees. Contractor will not employ any workman to perform the Work whose employment is reasonably objected to by Owner.

15.2 Compliance with Union Regulations. Contractor agrees that the Work performed by it, its subcontractors, materialmen and laborers, shall be performed by such persons as are acceptable under any and all applicable union requirements. To the extent applicable to Contractor, Contractor further agrees to comply with all of the provisions of all master and/or short form labor agreements now in existence and any revisions or extensions of such agreements.

15.3 Labor Disputes. Contractor agrees to exercise good faith and best efforts to prevent labor disputes at the Project and agrees to cooperate fully with Owner in every manner possible to resolve labor trouble, and mitigate its impact on the Project, if necessary. Contractor agrees that in the event the Work is stopped, delayed or interfered with as a result of the actions of the employees of Contractor or by a labor dispute directly affecting Contractor, Owner may terminate this Contract or cause the remaining work to be performed by another contractor.

15.4 Unemployment Insurance and Other Benefits. Contractor shall be solely liable for the payment of any and all contributions or taxes for unemployment insurance, and for any benefits for its employees required by any governmental entity.

15.5 Withholding Taxes. Contractor shall have sole liability for the collection and payment to all governmental entities of payroll withholdings for Contractor's employees.

15.6 Performance of Work. In the performance of Work, Contractor shall only employ qualified laborers, materialmen, and subcontractors to perform the Work, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor shall not to discriminate against any employee or applicant for employment because of race, color, sex (including sexual orientation and gender identity), age national origin, disability and/or any other class or status protected by the law.

15.7 Labor Harmony. Contractor shall maintain labor harmony on the Project, and shall not employ any means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's agents. Contractor shall perform Work with labor that is compatible with that of other trades performing Work at the Project, and Contractor shall exercise all due diligence to address any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered an excusable delay for which the Contract Time will be extended, if such labor difficulties are caused by the action or inaction of Contractor.

15.8 Verification to Work. Contractor is solely responsible for ensuring that each of its employees and the employees of any subcontractor or materialmen are eligible to work in the United States in compliance with the applicable immigration laws. Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of the Work.

15.8.1 Contractor states that it is and will remain compliant with applicable immigration laws. To the full extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Owner from and against any claim, cost, expense, or liability caused by, arising out of, resulting from, or occurring in connection with Contractor not being in compliance with federal, state and local immigration laws, including knowingly hiring and/or continuing to employ its subcontractors or materialmen workers who are not lawfully authorized to be hired or employed.

16. Quality Inspection and Correction of Work.

16.1 Contractor is solely responsible for the finished quality of all Work including work by subcontractors, materialman, laborers, and/or other agents of Contractor. Contractor shall make efficient use of all labor and materials

Owner Initials _____

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for the Project, and shall perform the Work in a good and workmanlike manner, free from defects, in compliance with the Contract Documents, applicable laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the complete satisfaction of Owner, Engineer, inspectors and/or the authority having jurisdiction over the Work. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed industry standards for such construction in the same geographic area.

16.2 Contractor shall thoroughly inspect all Work and materials for quality and completion. Contractor shall schedule all inspections relative to any Work and shall perform any tests necessary to receive inspection approval. Contractor shall be solely responsible for and pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work as they require, at no additional cost to Owner.

16.3 Contractor shall promptly correct all Work which Owner, Engineer and/or any inspectors in their sole discretion, deem to be deficient, defective, or as failing to conform to the Contract Documents, applicable laws, all manufacturer's recommendations, installation guidelines and/or specifications. Contractor shall bear all costs of correcting such rejected Work without any increase in the Contract Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or not in strict compliance with the Contract Documents or is otherwise non-compliant.

16.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of any material failure of performance, default or other material breach by Contractor, Owner at its sole election may, but shall not be obligated to: (a) use any materials, supplies, on the Project which belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment not incorporated into the Work from the Project unless directed in writing by Owner to do so; (b) remove Contractor from the Project; and/or (c) accept assignment of any or all of the contracts which Contractor has with any subcontractors, materialman, or laborers, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this paragraph, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith. If Contractor disagrees with Owner's determination that any Work fails to meet the quality or completeness required or otherwise fails to meet the requirements of this Agreement, such disagreement shall not be subject to dispute resolution under section 21 herein, but instead, the quality of the Work, its completeness, conformance to Plans and compliance with this Agreement shall be determined by Engineer, or by another party chosen by Owner, and the determination of such person shall be binding on the parties thereto without appeal. The non-prevailing party in any such dispute shall bear the cost of the above-referenced person's inspection and determination.

17. Warranties; Warranty Work and Performance Standards. Contractor warrants and guarantees to Owner that: (a) all materials incorporated into the Project, except materials provided by Owner, shall meet or exceed the requirements of all applicable laws and shall be new, free from defect, of good quality and free of liens, security interest, claims or encumbrances; and (b) all other materials, except materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall be in strict accordance with or exceed the requirements of all applicable laws and the Contract Documents.

17.1 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents nor should the following act as a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion or any payment related thereto by Owner;
4. the issuance of a certificate of completion by the authority having jurisdiction over the Work;
5. use or occupancy of the Work or any part thereof by Owner;
6. any acceptance by Owner or any failure to do so;

Owner Initials _____

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shall be deemed to mean Owner assumes any liability towards Contractors, or its subcontractors, laborers or materialmen.

18.3 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all costs related thereto.

18.4 Contractor intends to furnish Work and/or materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

- (i) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts or material supply agreements for Work and/or materials.
- (ii) In addition to any notices required by applicable law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least ten (10) business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under applicable laws. If the potential Lien issue is still not resolved, then three (3) business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Authorized Representative via telephone.

18.5 Lien Waivers. Contractor as a strict condition precedent to receipt of payment hereunder, shall furnish Owner with all releases and waivers of liens for itself and from subcontractors, materialmen and laborers of any tier, as provided for in the Contract Documents and in the form contained in Exhibits D-1 to D-4. Owner shall have no obligation to issue joint checks, and it shall be the responsibility of Contractor to obtain such lien waivers prior to receiving payment from Owner.

18.6 Clean up. Upon completion of the Work, Contractor shall remove from the Project all equipment, materials, supplies, storage sheds, work shops and offices brought to the Project by Contractor and which are not incorporated into the Project. During performance of the Work, Contractor shall clean up to the satisfaction of Owner all rubbish and debris resulting from the Work. If Contractor refuses or fails to perform such clean up to the satisfaction of Owner, Owner may proceed with such clean up and charge Contractor for the actual cost of the clean up.

18.7 Project Closeout. Upon completion of the Work, or at such other time as Owner deems appropriate, Contractor shall submit as-built drawings of all portions of the Work provided for in paragraph 9.6 herein, warranties, operation manuals, maintenance instructions, owner's manuals and other documents reasonably requested by owner. Those items shall be submitted in the proper quantity and format as a condition precedent to final payment being made by Owner.

19. Termination.

19.1 Termination for Convenience. Without waiving any other rights under this Agreement or applicable law, Owner reserves the right to terminate this Agreement, without cause and at any time, for Owner's convenience by seven (7) days written notice to Contractor. Unless the notice directs otherwise, upon receipt of such notice, Contractor shall immediately discontinue the Work and the placing of orders for materials in connection with the Work, and if requested, shall make every effort to procure cancellation of all existing orders or subcontracts upon terms satisfactory to Owner or at Owner's option giving Owner the right to assume and receive all benefits to be derived from those obligations directly. Upon termination under this paragraph 19.1, Contractor shall be entitled as its sole compensation, to the lesser of: (a) the actual, direct cost of the Work completed as of the date of such termination, plus a mark-up of five

Owner Initials _____

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- A. Termination of this Agreement;
- B. Contracting with another contractor for the performance of the Work or any portions thereof;
- C. The right to back-charge Contractor for any costs incurred to remedy or complete any Work performed by Contractor, and/or for damages caused by Contractor, including the daily charge for liquidated damages delay as provided in Paragraph 3 herein; and/or
- D. All other legal and equitable remedies including damages and specific performance as set forth herein or available by law.

All money expended by Owner for costs and fees in pursuing the above remedies shall be deducted from the Contract Price and, if such expenditures exceed the remaining Contract Price to be paid to Contractor, Contractor agrees to pay to Owner on demand the full amount of such excess together with interest thereupon at the rate of 10% per annum or the highest rate allowed by law, whichever is lower.

21. Dispute Resolution.

21.1 Work Continuation and Payment. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute resolution proceedings. If Contractor so continues to perform, Owner shall continue to make undisputed payments in accordance with the Agreement for Work properly performed thereafter.

21.2 Litigation. Any litigation arising out of or in any way related to this Agreement, the Contract Documents or the Project shall be brought in the State courts in the County in which the Project is located. THE OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. Contractor herein agrees to obtain an identical waiver of jury trial benefiting the Owner from all of its subcontractors or suppliers.

21.3 Consent to Joinder in Arbitration. Notwithstanding the provisions of paragraph 21.2 above, if the Owner is involved in any arbitration with any other party related in any way to the Work, this Agreement or the Contract Documents, then Contractor agrees to be joined in such arbitration in order to resolve all outstanding issues, claims and defenses between Owner and Contractor and to be bound by the results of such arbitration. If Owner joins the Contractor into an arbitration involving a Homebuyer, Contractor agrees and acknowledges that the arbitration procedures contained in the Owner's agreement with its Homebuyer shall apply equally to Contractor as if set forth herein. A copy of Owner's standard form Homebuyer agreement has been made available to Contractor for its review.

21.4 Attorneys' Fees. In the event a dispute relating to, arising out of, or concerning the Work, this Agreement or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees, as well as all costs of litigation or arbitration from the non-prevailing party.

22. Miscellaneous.

22.1 Assignments. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and to the successors and assigns of such other party, in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the same without the written consent of Owner, nor shall Contractor assign any monies due, or to become due, to it hereunder without the previous written consent of Owner. Nothing in the Agreement shall, however, prevent Contractor from entering into such subcontracts, as Contractor may desire, subject to this Agreement.

22.2 Compliance With Other Agreements. Contractor shall comply with any labor agreements to which Contractor is subject. Contractor's involvement in any labor dispute, whether or not Contractor is at fault, which includes

Owner Initials _____

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picketing or other disturbances at the Project, shall be a default hereunder. If Owner elects to open a secondary gate and/or hire additional security because of such a dispute, all costs of doing so shall be borne by Contractor and shall be due upon demand by Owner.

22.3 Patents. Except as otherwise expressly provided by the Documents, Contractor shall pay all royalties and license fees which may become due as the result of Contractor's inclusion of any patented materials in the Work, and Contractor shall obtain any consents or licenses necessary to use such materials.

22.4 Incorporation of Exhibits. All exhibits hereto are hereby incorporated into this Agreement by this reference.

22.5 Entire Agreement. This Agreement, together with all of the Contract Documents, supersedes any and all prior negotiations, agreements or contracts, written or oral, between Owner and the Contractor. This Agreement together with all items incorporated by reference herein constitutes the entire Agreement between the parties and may not be amended without the written agreement of both parties.

22.6 Damage to Adjacent Properties. Any damage and/or restoration to adjacent properties resulting from Work performed under this Agreement shall be the responsibility of Contractor. When restoration of adjacent properties is required, Contractor shall notify the owner(s) of said property prior to commencement of any restoration activities.

22.7 Notice. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested, or (ii) by any nationally known overnight delivery service, or (iii) by courier, or (iv) by facsimile transmission, or (v) in person. All notices shall be addressed to the applicable party at the business address specified for that party on page 1 of this Agreement. Any address specified above may be changed by written notice given to the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

22.8 Agreement Binding on Assignees. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

22.9 Rights Cumulative. All of Owner's rights and remedies set forth herein, in the event of Contractor's default under any provision of this Agreement, are cumulative and are in addition to any other rights granted by law or equity in the event of a breach of this Agreement by Contractor.

22.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

FLORIDA STATUTORY NOTIFICATION
CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF
CHAPTER 558, FLORIDA STATUTES.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Owner Initials _____

Contractor Initials _____

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IN WITNESS WHEREOF, this Construction Agreement has been executed as of the date first written above.

OWNER:

MATTAMY TAMPA/SARASOTA, LLC, a Delaware limited liability company

By: 
(Signature)

Title: Matt O'Brien, Vice President

Date: 12/17/18

CONTRACTOR:

RIPA & Associates, LLC

By: 
(Signature) **Chris LaFace**

Title: **President**

Date: 12/19/2018

Owner Initials _____

Contractor Initials 

**EXHIBIT A
SCOPE OF WORK / SCHEDULE OF VALUES**



RIPA & Associates, L.L.C. Schedule of Values, for Long Lake Ranch Parcel C Mass Grading

**REVISED DEC 13, 2010 ESTIMATE
\$ 3,364,440.88**

Item Description	Est. Quantity	Unit	Unit Price	Total
HEALTH CARE GENERAL CONDITIONS				
MOBILIZATION / NPDES	1.00	LS	\$ 25,000.00	\$ 25,000.00
CLEARING & GRUBBING	20.70	ACRE	\$ 1,074.22	\$ 22,236.35
STRIP / PREP SITE	20.70	ACRE	\$ 384.11	\$ 7,951.08
SILT FENCE	1880.00	LF	\$ 1.25	\$ 2,350.00
HEALTH CARE EARTHWORK				
SITE EXCAVATION AND EMBANKMENT "TO DRAIN"	52247.00	CY	\$ 3.25	\$ 169,802.75
WETLAND DELETERIOUS SOILS REMOVAL (ASSUMES 2' MUCK)	15140.00	CY	\$ 4.10	\$ 62,074.00
SOD POND SLOPES - BAHIA	2410.00	SY	\$ 2.50	\$ 6,025.00
SEED & MULCH DISTURBED AREAS	16.80	ACRE	\$ 1,111.28	\$ 18,669.50
HEALTHCARE STORM				
18" CLASS III RCP STORM		LF	\$37.15	\$0.00
24" CLASS III RCP STORM	43	LF	\$50.95	\$2,190.85
36" CLASS III RCP STORM		LF	\$91.20	\$0.00
TEMPORARY DRAINAGE SYSTEM		EACH	\$2,100.00	\$0.00
TYPE P MANHOLE		EACH	\$2,300.00	\$0.00
TYPE J MANHOLE		EACH	\$3,950.00	\$0.00
CONTROL STRUCTURE TYPE D	1	EACH	\$4,100.00	\$4,100.00
18" RCP MES		EACH	\$1,450.00	\$0.00
24" RCP MES	1	EACH	\$1,600.00	\$1,600.00
36" RCP MES		EACH	\$3,200.00	\$0.00
RIP RAP AT END SECTION	1	EACH	\$555.00	\$555.00
DEWATERING	43	LF	\$12.00	\$516.00
TELEWISE STORM SEWER	43	LF	\$4.85	\$208.55
MULTIFAMILY GENERAL CONDITIONS				
MOBILIZATION	1.00	LS	\$ 25,000.00	\$ 25,000.00
CLEARING & GRUBBING	16.20	ACRE	\$ 1,074.22	\$ 17,402.36
STRIP / PREP SITE	16.20	ACRE	\$ 384.11	\$ 6,222.58
SILT FENCE	1950.00	LF	\$ 1.25	\$ 2,437.50
MULTIFAMILY EARTHWORK				
SITE EXCAVATION AND EMBANKMENT "TO DRAIN"	20270.00	CY	\$ 3.25	\$ 65,877.50
WETLAND DELETERIOUS SOILS REMOVAL (ASSUMES 2' MUCK)	15140.00	CY	\$ 4.10	\$ 62,074.00
SOD POND SLOPES - BAHIA	2035.00	SY	\$ 2.50	\$ 5,087.50
SEED & MULCH DISTURBED AREAS	13.10	ACRE	\$ 1,111.28	\$ 14,557.77
MULTI-FAMILY STORM				
18" CLASS III RCP STORM		LF	\$37.15	\$0.00
24" CLASS III RCP STORM	44	LF	\$50.95	\$2,241.80
36" CLASS III RCP STORM		LF	\$91.20	\$0.00
TEMPORARY DRAINAGE SYSTEM		EACH	\$2,100.00	\$0.00



TYPE P MANHOLE		EACH	\$2,300.00	\$0.00
TYPE J MANHOLE		EACH	\$3,950.00	\$0.00
CONTROL STRUCTURE TYPE D	1	EACH	\$4,100.00	\$4,100.00
18" RCP MES		EACH	\$1,450.00	\$0.00
24" RCP MES	1	EACH	\$1,600.00	\$1,600.00
36" RCP MES		EACH	\$3,200.00	\$0.00
RIP RAP AT END SECTION	1	EACH	\$555.00	\$555.00
DEWATERING	44	LF	\$12.00	\$528.00
TELEWISE STORM SEWER	44	LF	\$4.85	\$213.40
COMMERCIAL ROADS GENERAL CONDITIONS				
MOBILIZATION	1.00	incl	\$ 750.00	\$ 750.00
SILT FENCE Between HC/MF and RES.	1638.01	incl	\$ 1.25	\$ 2,072.51
CONSTRUCTION ENTRANCE ALLOWANCE	1.00	incl	\$ 15,000.00	\$ 15,000.00
COMMERCIAL ROADS EARTHWORK				
CLEARING & GRUBBING	5.40	ACRE	\$ 1,074.22	\$ 5,800.79
STRIP / PREP SITE	5.40	ACRE	\$ 384.11	\$ 2,074.19
SITE EXCAVATION AND EMBANKMENT "TO DESIGN"	34748.00	CY	\$ 3.25	\$ 112,931.00
WETLAND DELETERIOUS SOILS REMOVAL (ASSUMES 2' MUCK)	3656.00	CY	\$ 4.10	\$ 14,989.60
SOD POND SLOPES - BAHIA	0.00	SY	\$ 2.50	\$ -
SEED & MULCH DISTURBED AREAS	5.40	ACRE	\$ 1,111.28	\$ 6,000.91
FINAL GRADING	0.00	LS	\$ 10,000.00	\$ -
COMMERCIAL ROADS STORM				
36" CLASS III RCP STORM	879	LF	\$91.20	\$80,164.80
TYPE J MANHOLE	2	EACH	\$3,950.00	\$7,900.00
CONTROL STRUCTURE TYPE H	1	EACH	\$7,700.00	\$7,700.00
36" RCP MES	1	EACH	\$3,200.00	\$3,200.00
RIP RAP AT END SECTION	1	EACH	\$555.00	\$555.00
DEWATERING	879	LF	\$12.00	\$10,548.00
TELEWISE STORM SEWER	879	LF	\$4.85	\$4,263.15
COMMERCIAL ONSITE GENERAL CONDITIONS				
MOBILIZATION	1.00	LS	\$ 750.00	\$ 750.00
SILT FENCE	1580.00	LF	\$ 1.25	\$ 1,975.00
CONSTRUCTION ENTRANCE	0.00	incl	\$ 9,000.00	\$ -
COMMERCIAL ONSITE EARTHWORK				
CLEARING & GRUBBING	10.00	ACRE	\$ 1,074.22	\$ 10,742.20
STRIP / PREP SITE	10.00	ACRE	\$ 384.11	\$ 3,841.10
SITE EXCAVATION AND EMBANKMENT "TO DESIGN"	88566.00	CY	\$ 3.25	\$ 287,839.50
WETLAND DELETERIOUS SOILS REMOVAL (ASSUMES 2' MUCK)	4554.00	CY	\$ 4.10	\$ 18,671.40
SOD POND SLOPES - BAHIA	0.00	SY	\$ 2.50	\$ -
SEED & MULCH DISTURBED AREAS	10.00	ACRE	\$ 1,111.28	\$ 11,112.80
FINAL GRADING	0.00	LS	\$ 10,000.00	\$ -
FLOODWAY EARTHWORK (FOR BENEFIT OF ALL AND REQUIRED)				
CLEARING & GRUBBING	10.90	ACRE	\$ 1,074.22	\$ 11,709.00
STRIP / PREP SITE	10.90	ACRE	\$ 384.11	\$ 4,186.80
SITE EXCAVATION AND EMBANKMENT "TO DESIGN"	110349.00	CY	\$ 3.25	\$ 358,634.25
WETLAND DELETERIOUS SOILS REMOVAL (ASSUMES 2' MUCK)	9045.00	CY	\$ 4.10	\$ 37,084.50
SOD POND SLOPES - BAHIA	23215.00	SY	\$ 2.50	\$ 58,037.50
SEED & MULCH DISTURBED AREAS		SY		
FINAL GRADING		LS		
FLOODWAY STORM (FOR BENEFIT OF ALL AND REQUIRED)				
				\$0.00
42" CLASS III RCP STORM	296	LF	\$125.00	\$37,000.00
48" CLASS III RCP STORM	480	LF	\$155.00	\$74,400.00
CONTROL STRUCTURE TYPE H	2	EACH	\$7,700.00	\$15,400.00
GEOWEB SPILLWAY	1	EACH	\$36,500.00	\$36,500.00
42" RCP MES	2	EACH	\$3,850.00	\$7,700.00
48" RCP MES	8	EACH	\$4,300.00	\$34,400.00
RIP RAP AT END SECTION	10	EACH	\$555.00	\$5,550.00

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DEWATERING	776	LF	\$12.00	\$9,312.00
TELEWISE STORM SEWER	776	LF	\$4.85	\$3,763.80
RESIDENTIAL GENERAL CONDITIONS				
SILT FENCE	9600.00	LF	\$ 1.25	\$ 12,000.00
RESIDENTIAL EARTHWORK REQUIRED				
CLEARING & GRUBBING	90.40	ACRES	\$ 1,074.22	\$ 97,109.49
STRIP / PREP SITE	90.40	ACRES	\$ 384.11	\$ 34,723.54
EMBANKMENT CONVENTIONAL (Total Res less Floodway)	261416.00	CY	\$ 3.25	\$ 849,602.00
WETLAND DELETERIOUS SOILS REMOVAL (ASSUMES 2' MUCK)	59945.00	CY	\$ 4.10	\$ 245,774.50
SOD POND SLOPES - BAHIA	40980.00	SY	\$ 2.50	\$ 102,450.00
SEED & MULCH DISTURBED AREAS	59.00	SY	\$ 1,111.28	\$ 65,565.52
RESIDENTIAL EARTHWORK ALTERNATIVE OPTION				
REMOBILIZATION				
DEWATERING				
STRIP / PREP SITE				
EMBANKMENT CONVENTIONAL				
SOD POND SLOPES - BAHIA				
SEED & MULCH DISTURBED AREAS				
RESIDENTIAL STORM (CONTRACTED BUT NOT REQUIRED)				
18" CLASS III RCP STORM	164	LF	\$37.15	\$6,082.60
24" CLASS III RCP STORM	48	LF	\$50.95	\$2,445.60
36" CLASS III RCP STORM	385	LF	\$91.20	\$35,112.00
TEMPORARY DRAINAGE SYSTEM	15	EACH	\$2,100.00	\$31,500.00
TYPE P MANHOLE	1	EACH	\$2,300.00	\$2,300.00
TYPE J MANHOLE	2	EACH	\$3,950.00	\$7,900.00
CONTROL STRUCTURE TYPE D	4	EACH	\$4,100.00	\$16,400.00
18" RCP MES	1	EACH	\$1,450.00	\$1,450.00
24" RCP MES	1	EACH	\$1,800.00	\$1,800.00
36" RCP MES	2	EACH	\$3,200.00	\$6,400.00
RIP RAP AT END SECTION	4	EACH	\$555.00	\$2,220.00
DEWATERING	597	LF	\$12.00	\$7,164.00
TELEWISE STORM SEWER	597	LF	\$4.85	\$2,895.45

NOTES:

CONSTRUCTION STAKING & RECORD SURVEY BY OTHERS.

GEOTECHNICAL / MATERIALS TESTING IS BY OTHERS.

BONDING NOT INCLUDED. IF REQUIRED, PLEASE ADD 1.25%.

PERMIT / INSPECTION FEES BY OTHERS.

ASSUMES DISCING SHALL BE ACCEPTED BY THE GEOTECHNICAL ENGINEER.

ASSUMES PAD ELEVATION IS 6" BELOW FINISH FLOOR (+/- 0.10" TOLERANCE).

THIS PROPOSAL IS BASED ON EXISTING TOPO NOTED ON THE DRAWINGS BEING ACCURATE WITHIN 0.2 FEET AT ANY GIVEN LOCATION.

TOPO VERIFICATION MAY BE REQUIRED PRIOR TO FINAL CONTRACT.

THIS PROPOSAL IS BASED ON A GEOTECHNICAL REPORT DATED 1/3/18.

THIS PROPOSAL IS BASED ON ALL ONSITE CUT MATERIAL, INCLUDING MATERIAL FROM PIPE TRENCHES, BEING USABLE FOR STRUCTURAL / PAVEMENT AREAS AND TRENCH BACKFILL. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL IS NOT INCLUDED.

NO ALLOWANCE HAS BEEN MADE FOR TESTING, HANDLING, TREATING, REMOVING OR DISPOSING OF HAZARDOUS OR CONTAMINATED MATERIALS, SOILS, OR GROUNDWATER. IN ADDITION, REMOVAL AND DISPOSAL OF BURIED TRASH IS NOT INCLUDED.

SEEDING / SODDING NOT INCLUDED UNLESS SPECIFICALLY IDENTIFIED.

CONCRETE PAVEMENT / FLATWORK BY OTHERS, UNLESS SPECIFICALLY IDENTIFIED.

TELEPHONE, POWER, CABLE, IRRIGATION, ETC. CONDUIT AND SLEEVES BY OTHERS, UNLESS SPECIFIED.

UNLESS NOTED, WE HAVE NOT INCLUDED ANY ADJUSTMENTS/REMOVAL OR RELOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED WORK.

ITEMS NOT INCLUDED ARE: IMPORT FILL; WELL ABANDONMENT; LANDSCAPING; IRRIGATION; ROOT PRUNING; TREE TRIMMING; INVASIVE SPECIES REMOVAL; FENCE; AND PERIMETER WALLS.



THE ABOVE ASPHALT AND MATERIALS PRICING IS BASED ON TODAY'S MARKET. DUE TO THE VOLATILITY OF LIQUID ASPHALT / PETROLEUM / PVC AND CONCRETE PRODUCTS, WE ARE UNABLE TO PREDICT TOMORROW'S MARKET. THIS PROPOSAL DOES NOT INCLUDE ANY ADJUSTMENTS / SURCHARGE FOR MATERIAL PRICE INCREASES. PRICING FOR SOME OF THE PRODUCTS INCLUDED IN THIS PROPOSAL WILL BE IMPACTED BY THE CHINA TARIFF. ANY AFFECTED MATERIAL SHIPPED AFTER 12/31/2018 WILL INCREASE BY THE AMOUNT OF THE TARIFF THAT IS IMPOSED. THIS PROPOSAL IS BASED ON CONSTRUCTION PLANS WITH THE MOST RECENT REVISION DATE BEING 8/6/18.

①

**EXHIBIT B-2
LIST OF PERMITS AND REPORTS**



Environmental Permit Summary for Long Lake Ranch Parcel C Mass Grading Project

**By: John A. Goolsby
Director on Environmental Services
Clearview Land Design**

November 19, 2018

SWEFMD

**ERP Construction Permit No. 43013843.019 (valid until 2025)
Most recently modified on June 5, 2018 (ERP No. 43013843.066)**

Pasco County

Pasco County Site Development Permit PDD 19-0242 from November 27, 2018

Gopher Tortoise Relocation Permit

FFWCC No. GT-18-00849

Wetland Mitigation Bank Info.

5.30 units of freshwater herbaceous and forested mitigation credit have been purchased from the Old Florida Mitigation Bank (see attached reservation confirmation letter).

US Army Corps of Engineers

Not Applicable. Exhibits in the enclosed Long Lake Ranch Corps of Engineers permit (No.SAJ-2006-02111 (P-TI:1)) note that wetlands that extend into to the Parcel C site are not COE jurisdictional.

P: Long Lake Ranch Master Plan Environmental Long Lake Commercial Permit Summary 11.19.18.doc

1213 E. 6th Avenue Tampa, FL 33605 • Phone: (813) 223-3919 • Fax: (813) 223-3975

Owner Initials _____

Contractor Initials _____ 

EXHIBIT C
DRAW AND PAYMENT PROCEDURES AND POLICIES

1. On or before the 30th day of each month, Contractor shall make a payment application to Owner for Work completed and materials stored from the 30th day of the immediately preceding month through the 30th day of the current month (i.e. work completed from March 30th thru April 30th would be submitted on April 30th and a check would be issued to Contractor on or before May 30th (30 days following Owner's receipt of a payment application)), using the payment application form attached hereto as Exhibit I. Each payment application from Contractor shall include the following:

(i) Certification from Contractor as to percentage of Work completed and an approval of the payment request by Owner or such other person as Owner may designate, with a statement certifying that all Work represented by the payment application has been completed in conformance with the Contract Documents;

(ii) Partial lien waivers in the form attached hereto as Exhibit D-1 and D-3 or such other form as Owner may require from Contractor, its subcontractors and its materialmen or any tier for the payment requested and, when final payment is requested, final lien waivers in the form attached hereto as Exhibit D-2 and D-4 or such other form as Owner may require; and

(iii) Any other documents reasonably requested by Owner.

2. Payment Applications shall be submitted to the address below:

Mattamy Tampa/Sarasota Division; 4107 Crescent Park Drive, Riverview, FL 33578

3. If all documents required are timely supplied, Owner will make payment of the amount determined herein on or before the 30th of each month following the receipt of a payment application on the 30th of the previous month less a ten percent (10%) standard retention and less any additional retention which Owner elects to retain as permitted by the Agreement. Work shall be presumed to be Lump Sum unless listed as Unit Price Work. The Lump Sum Work amount paid monthly shall be that amount determined by taking the Lump Sum amount in the Bid Proposal multiplied by the percentage of Work complete and materials stored on the 25th day of the preceding month as certified, less retention. For Unit Price Work, the amount to be paid monthly shall equal the units of the Work completed and materials stored through the 30th day of the preceding month based on field measurements agreed upon by Owner and Contractor, multiplied by the applicable unit bid price listed on the Bid Proposal.

4. Fifty percent (50%) of the standard retention shall be paid within twenty business days after all of the following have all occurred: (i) Contractor gives written notice that all Work has been completed in accordance with this Agreement; (ii) Owner has confirmed the completion; (iii) final lien waivers and releases are executed and delivered by Contractor and its subcontractors and suppliers to the Owner; (iv) Substantial Completion has occurred; and (v) all necessary government acceptances from the authorities having jurisdiction over the Work have been received by Owner. The remaining standard retention shall be paid, when Owner has received certificate of completion for the Project by all applicable utility companies. Any retention held by Owner because of a default or otherwise allowed pursuant to the Agreement will be paid after Contractor removes, to Owner's complete satisfaction, the condition which resulted in the retention of funds, except to the extent applied by Owner to the costs and damage it incurred as a result of the same. Owner may apply the retention toward curing defaults of Contractor but this application of the retention shall not limit Contractor's obligations or Owner's other remedies. Owner may record Notice of Completion after acceptance of the Work by all applicable utility companies.

5. Owner may at any time make payment by joint check to Contractor and its subcontractors or suppliers.

Owner Initials _____

Contractor Initials  _____

6. If Contractor fails to deliver a complete and accurate application for payment for Work to Owner within one hundred eighty (180) days after performing such Work, then Owner shall have no obligation to pay for such Work. Contractor's agreement to this provision is a material part of the consideration being given to Owner. CONTRACTOR WAIVES ALL RIGHTS OR CLAIMS IT MAY HAVE FOR PAYMENT FOR ANY WORK FOR WHICH IT DOES NOT DELIVER A COMPLETE AND ACCURATE PAYMENT APPLICATION TO OWNER WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN CONTRACT, QUANTUM MERIT, OR OTHERWISE.

Owner Initials _____

Contractor Initials  _____

**EXHIBIT D-1
CONTRACTOR'S CONDITIONAL RELEASE OF LIEN**

OWNER: Mattamy Tampa/Sarasota, LLC

CONTRACTOR:

PROPERTY: (MAY ATTACH LIST.)

CONTRACT DATED:

FOR WORK AND MATERIALS FURNISHED THROUGH _____, _____, 20____

The undersigned, which provided services, materials or equipment for the above Property in accordance with a contract with the Owner identified above, conditioned upon receipt of payment in the amount of _____, hereby waives and releases all claims for, liens and rights of lien now existing represents full payment received by the undersigned (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the above Property to the date of this release.

This Release of Lien may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 20____

[Insert Corporate or Partnership Name of Contractor/supplier]

BY: _____

NAME: _____

TITLE: _____

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Owner Initials _____

Contractor Initials  _____

EXHIBIT "D-2"

CONTRACTOR'S UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIENS

CONTRACTOR: _____
OWNER: _____
ADDRESS: _____
EFFECTIVE DATE: _____
PROPERTY: (MAY ATTACH LIST.)

The undersigned for itself, its successors and assigns and its subcontractors and suppliers, which/who has/have provided materials, Work, services and/or equipment in connection with the Project on the Property for the Owner in consideration of the sum of \$ _____ paid by Owner which sum represents the final payment due pursuant to the Agreement between Contractor and Owner, together with any amendments or change orders related thereto (all of the foregoing being collectively referred to as the "Agreement"):

Acknowledges that it has been paid in full for all materials, Work, services and/or equipment furnished in connection with the performance of the Agreement or otherwise in connection with the construction on the Property.

Waives and releases any and all construction lien claim(s) and/or stop notices, bond and the like ("Lien") which CONTRACTOR has had or currently has, against or upon any portion of the Project or Property for materials, Work, services and/or equipment provided.

Agrees that if, after the date hereof, there shall be evidence of any lien filed (i) by the undersigned or (ii) any subcontractor or supplier of the undersigned for which, if established, Owner might become liable or which might encumber title to the Property or Project, the undersigned shall promptly discharge same as required by Section 18.1 of the Agreement between the Owner and Contractor and indemnify, hold harmless and defend Owner against any loss, damages or costs or expenses, including attorneys' fees, associated therewith.

The undersigned for itself, its successors and assigns, releases and forever discharges Owner (and its shareholders, directors, officers, employees, and agents) and their successors and assigns, from all claims, demands or causes of action which it has had, currently has, or may in the future have, arising from or in any way relating to the Contract or the Property.

Agrees that this Release may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has set his hand and seal [as the duly authorized officer/partner of the undersigned] on this day of , 200 .

[INSERT CORPORATE OR PARTNERSHIP NAME OF CONTRACTOR/SUPPLIER]

BY: _____

NAME: _____

TITLE: _____

[CORPORATE/PARTNERSHIP ACKNOWLEDGMENT]

STATE OF

COUNTY OF

Owner Initials _____

Contractor Initials [Signature]

On this day of , 200 , before me, personally appeared , the of , who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Owner Initials _____

Contractor Initials  _____

EXHIBIT "D-3"

FORM OF SUBCONTRACTOR/SUPPLIER

CONDITIONAL WAIVER AND RELEASE OF LIENS ON PARTIAL PAYMENT

OWNER: Mattamy Tampa/Sarasota, LLC

CONTRACTOR:

PROPERTY: (May attach list.) ("Property")

CONTRACT DATED:

FOR WORK AND MATERIALS FURNISHED THROUGH _____, 20__

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], ("Contractor") dated _____, 20__ (the "Subcontract") the undersigned, _____ ("Subcontractor") furnished certain labor, materials, equipment or other goods or services (the "Work") in connection with _____ (the "Project") located at the Property.

WHEREAS, The undersigned lienor, which provided services, materials or equipment for the above Property in accordance with the Subcontract, conditioned upon receipt of payment in the amount of \$_____, hereby waives and releases all claims for, liens and rights of lien now existing (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the Property to the date of this release.

This waiver and release of liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 200__

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 200__, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials _____

Contractor Initials Y

**EXHIBIT E
CONSTRUCTION SCHEDULE**

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Name(s)
0	Long Lake Ranch C - Mass Grading	120 days	Fri 11/30/18	Fri 6/7/19		
1	Notice to Proceed / Receipt of All Approved Permits	0 days	Fri 11/30/18	Fri 11/30/18		
2	LOCATES	3 days	Fri 11/30/18	Tue 12/4/18	1	
3	Mobilization	5 days	Wed 12/5/18	Tue 12/11/18	2	
4	Submittals / Shop Drawings / Precast Production	40 days	Fri 11/30/18	Fri 2/1/19	1	
5	RELEASE STRUCTURES	20 days	Mon 1/7/19	Fri 2/1/19	4PF	
6						
7	Site Preparation	40 days	Wed 12/12/18	Wed 2/13/19		
8	SR Fence / Tree Barriades	5 days	Wed 12/12/18	Tue 12/18/18	3	
9	Cleaning & Grubbing	35 days	Wed 12/19/18	Wed 2/13/19	5	
10	Fence Removal	5 days	Wed 12/19/18	Wed 1/2/19	3	
11						
12	Earthwork	85 days	Thu 1/3/19	Thu 5/16/19		
13	Slipping & Dicing Site	30 days	Thu 1/3/19	Wed 2/13/19	6SS+5 days	
14	Install Dewatering	30 days	Thu 1/3/19	Wed 1/15/19	6SS+5 days	
15	Site Excavation/ Balance	81 days	Thu 1/10/19	Thu 6/14/19	15SS+8 days	
16	FP OS1	3 days	Thu 1/10/19	Mon 1/14/19	14SS+5 days	Earthwork Crew 1
17	FP OS2	2 days	Tue 1/15/19	Wed 1/15/19	16	Earthwork Crew 1
18	Pond E2	5 days	Thu 1/17/19	Wed 1/23/19	17	Earthwork Crew 1
19	Pond E1	24 days	Thu 1/24/19	Tue 2/26/19	18	Earthwork Crew 1
20	Pond HC / Health Care Site Grading	19 days	Thu 1/24/19	Tue 2/19/19	10	Earthwork Crew 2
21	Health Care Site Mass Grading Complete	0 days	Tue 2/19/19	Tue 2/19/19	20	
22	Pond W2	15 days	Wed 2/20/19	Tue 3/12/19	20	Earthwork Crew 2
23	Pond FP200	30 days	Wed 2/27/19	Tue 3/12/19	19	Earthwork Crew 1
24	Pond W2	35 days	Wed 3/13/19	Tue 4/30/19	23	Earthwork Crew 1
25	Pond W1	22 days	Wed 3/13/19	Thu 4/11/19	22	Earthwork Crew 2
26	Pond FP100	25 days	Fri 4/12/19	Thu 5/16/19	25	Utility Crew 2
27						
28	Utility Installation	30 days	Wed 3/20/19	Tue 4/2/19		
29	Storm Drainage - Crew	30 days	Wed 2/20/19	Tue 4/2/19	20	Utility Crew 1
30						
31	Final Completion / Close Out	20 days	Fri 5/18/19	Fri 6/7/19		
32	Final Grading & Stabilization	20 days	Fri 5/18/19	Fri 6/7/19	26SS+20 days	

Project Long Lake Ranch C - Mass Grading
Date: Mon 12/3/18

Owner Initials _____

Contractor Initials  _____

- d. Tire Wash out areas.
- e. Heavy stone road at proper length to help free mud from tires entering public roads.

15. Contractor to remove all silt fence when adjacent areas are stabilized. Removal of silt fence to include any touch up / final grading.

16. Contract includes all off-site Maintenance of Traffic (the "MOT"). Once permitted, the Contractor will file an MOT plan with Hillsborough County for approval.

17. Contractor acknowledges that from time to time, Owner may request minor additional services. Contractor will include said services at no additional costs provided that the services will not require additional mobilizations of equipment and/or material, and provided that the services do not delay the construction schedule. Contractor shall have the right to decline if they feel the additional services warrant submitting a change order to cover their costs.

18. A silt fence will be maintained between the Health Care and Multi Family site with limited access points to ensure there is no sharing of dirt between sites. No dirt shall be excavated or over excavated from Health Care or Multifamily site and be transported to the Residential or Retail site for any reason without the express written permission of the Geraci family.

19. The Geraci family may at times want to do some work that would allow them to try and keep their agricultural exemption into 2019. Contractor will try to accommodate these requests within reason so long as project schedule is not impacted. If authorized by Owner or Geraci, any additional charges for work related to Ag Exemption will be tracked separately and independently but may be authorized as a change order to this contract.

Owner Initials _____

Contractor Initials  _____

**EXHIBIT G
MATERIALMEN AND SUBCONTRACTORS**

	Name	Address	Telephone Number
1.	Orr Industries	PO Box 124 San Antonio, FL 33576	352-462-2500
2.	Atlantic	PO Box 729 Sarasota, FL 34230	941-355-2988
3.	County Materials	PO Box 435 Astatula, FL 34705	352-343-8488
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Estimate of cost of materials to be provided:

(Add additional rows if necessary.)

Owner Initials _____

Contractor Initials  _____

EXHIBIT H
SAFETY PROTOCOLS AND PROJECT RULES AND
REGULATIONS

1. Safety Precautions.

(a) Contractor shall comply with all applicable safety and health laws, rules and regulations including the federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration ("OSHA") and any state or local government requirements (Collectively the "Safety Rules"). Contractor shall ensure that its subcontractors and materialmen and all of their employees comply with all Safety Rules.

(b) Contractor shall prepare and submit a site safety plan to the Owner prior to start of the Work and shall have periodic safety meetings with its subcontractors, materialmen and all employees. Contractor is responsible for managing safety of all its activities at the Project, including providing all training and all "competent persons" required by the Safety Rules. Contractor shall coordinate activities with any other subcontractors, suppliers, or vendors on site to ensure a safe working environment.

(c) Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for adequacy of and required use of all safety equipment and for full compliance with the Safety Rules. This responsibility of the Contractor includes the conduct and compliance by its employees, employees of its subcontractors and all suppliers of materials and equipment.

2. Compliance with Environmental, Health and Safety Standards.

(a) Compliance with Hazardous Substances Laws. Contractor shall not, in connection with this Agreement or the Work, use, possess, handle, transport, emit, release or discharge any chemical, material or substance except as permitted by, and in strict compliance with, all applicable laws, including, without limitation, the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Florida Occupational Safety and Health Act, Florida Revised Statutes, and the Florida Environmental Quality Act.

(b) Warnings. Contractor shall, at its sole expense, provide any and all notices and warnings required under all hazardous substances laws with respect to any chemicals, materials or substances which Contractor, and its employees and agents, use, possess, handle, transport, emit, release, or discharge in connection with this Agreement or the prosecution of any and all Agreement or non-Agreement work relating to the Project, including, without limitation, the Work.

3. Clean-Up. Contractor shall at all times keep the areas of the Project free from the accumulation of waste materials, unsafe materials, or rubbish arising out of the Work, including daily cleanup of all waste and trash generated by Contractor during the course of performing the Work. At the end of each work day, Contractor shall pile such waste and trash in locations designated by Owner. Contractor shall be obligated to dispose of any material so piled in a neat and orderly manner. Upon completion of the Work, Contractor shall remove all of its plans, tools, and materials from the Project and shall remove from the site all hazardous materials, temporary structures, debris and waste incident to Contractor's operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. Any such cleanup shall be accomplished in adherence with applicable hazardous substances laws. Any hazardous waste required to be disposed of by Contractor will be the property of Contractor and Contractor hereby accepts liability for any and all costs associated with the handling, transportation and disposal of such waste, including, without limitation, costs associated with the remediation of any sites to which the waste was sent. Contractor acknowledges that the failure to perform such waste and trash removal obligations as set forth herein shall cause Owner to incur damages, and the parties hereto agree that

Owner Initials _____

Contractor Initials _____

Owner shall have the right to back-charge Contractor at actual cost of clean-up not properly completed by Contractor.

4. Operation of Vehicles. Contractor agrees that the operation of vehicles in or about the Project by Contractor or the employees or agents of Contractor (including delivery vehicles operated by suppliers of Contractor) shall be as follows: (a) using only the designated entries to enter the Project, (b) using only established roadways and temporary roadways as authorized by Owner, (c) no crossing of curbs or sidewalks and (d) observing a speed limit of 15 miles per hour within the entire Project. In the event the vehicles of Contractor, Contractor's employees or agents, or Contractor's suppliers or subcontractors cause damage to curbs, sidewalks, landscaping or concrete surfaces within the Project or cause any other damage to the Project, Owner may make the repair of such damage and Contractor shall be obligated to immediately reimburse Owner for all actual expenses incurred by Owner thereby.

5. Parking of Vehicles. It shall be the responsibility of Contractor (a) to control the traffic generated by its employees on the Project under the direction of Owner's Authorized Representative; (b) to enforce restrictions against parking on roads within the Project; and (c) to provide necessary parking areas for all workers in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, its agents or employees to maintain ingress and egress to the Project, all such towing charges will be back-charged to Contractor. Neither Contractor nor Contractor's agents, employees, subcontractors or material suppliers shall be permitted to park vehicles in driveways, garages or carports of the housing units (whether completed or being constructed) within the Project nor shall such vehicles be parked upon sidewalks located within the Project. In the event Contractor, its agents or employees or its material suppliers do park vehicles in such restricted areas, Owner shall have the right to fine or back-charge Contractor \$100.00 per vehicle per day, and Owner shall have the right to be reimbursed for any damages resulting to such driveways, garages, carports or sidewalks in cash or in the form of back-charges.

6. Unacceptable Behavior. Unruly behavior, the drinking of alcoholic beverages, the use of illegal drugs, and/or the playing of loud music by Contractor, any subcontractor, materialmen or any of their employees shall not be permitted within the Project. In the event that Contractor or Contractor's agents or employees engage in such activities, Owner shall have the right to fine or back-charge Contractor \$100.00 per occurrence. Owner shall also have the right to request that the offending party leave the Project immediately and Contractor agrees to abide by such request. Owner may require Contractor to remove from the Project such persons as Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment in connection with the Work is deemed by Owner to be contrary to Owner's best interests or the public interest. Contractor shall not permit any unauthorized personnel including, without limitation, any children or other family members to be on the Project site.

7. Contractor Warranties and Representatives Regarding Safety Programs. Owner and all of its affiliated and subsidiary companies are firmly committed to compliance with all Safety Rules and requires Contractor, its employees, subcontractors and materialmen of any tier to commit to a goal of a safe work place and zero accidents on the Project. Accordingly, Contractor represents and warrants that:

- (a) Contractor has adopted and implemented all safety programs required by law.
- (b) Contractor has appointed a specific employee who has the authority and responsibility to implement and ensure compliance with its the safety programs;
- (c) Contractor will provide appropriate on-site supervisors, and all required "competent person," to ensure compliance with the Safety Rules;
- (d) Contractor has provided to its employees all safety and health training required by the Safety Rules and will ensure that the employees any subcontractor or materialmen of any tier has been provided such training.

Owner Initials _____

Contractor Initials  _____

(e) Contractor will use disciplinary procedures to ensure compliance with such safe and healthy work practices;

(f) Contractor has established procedures, in compliance with Safety Rules, for reporting and correcting unsafe conditions and communicating with employees on matters relating to occupational safety and health;

(g) Contractor has developed and will conduct a program of inspections, in compliance with the Safety Rules, to identify and evaluate hazards at the Project;

(h) Contractor has established and will implement procedures in compliance with the Safety Rules, for investigating occupational injuries and illnesses.

(i) Contractor has adopted and implemented a Hazard Communication Program, a Fire Prevention Plan, a Respiratory Protection Program, and a Hearing Conservation Program, and other safety and health programs required by the Safety Rules (collectively, the "Safety Programs"). Upon request, Contractor shall provide Owner with written proof that Contractor conducts required inspections of the Project and equipment and training of its employees, and maintains required records. Contractor shall maintain records for this Project and any other Project for Owner which are readily available for inspection by Owner or any governmental or insurance inspector.

8. Drug and Alcohol/Purpose and Procedure.

FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT DRUGS OR ALCOHOL SHALL NOT BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF DRUGS OR ALCOHOL MUST LEAVE THE OWNER'S CONSTRUCTION SITE OR PROPERTY. To help insure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

(i) Owner shall have no duty to monitor Contractor's workers, but if Owner suspects that a worker is impaired by drugs or alcohol, Owner may investigate and make inquiries of employees on the Project to confirm the suspected impairment, or Owner may give notice to Contractor who shall then investigate. If Contractor suspects that one of its workers is impaired by drugs or alcohol, then Contractor shall investigate.

(ii) If impairment is found or believed to exist, the impaired worker must be removed from the Project. The Contractor must provide transportation for the impaired worker and not allow them to drive themselves from the job and endanger the public.

(iii) After the impaired worker has been removed from the Project, Contractor will send a formal written notification to Owner. The notification will include an explanation of all actions. A copy of the notification will be placed into the Contractor's file for future reference.

(iv) A violation by Contractor of this policy will be cause for immediate termination of this Agreement by Owner.

9. Signs and Advertising. Signs or advertisements shall not be erected or displayed without prior approval of Owner.

Owner Initials _____

Contractor Initials

**EXHIBIT I
PAYMENT INVOICE**

AIA Payment application form incorporated by reference. Below is a reference

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Melany Thompson LLC 4107 Crescent Park Drive Pineview FL 33578	PROJECT #: FAST Code TBD Project Name:	APPLICATION NO.: APPLICATION DATE: PERIOD TO:	DISTRIBUTION TO: OWNER ENGINEER CONTRACTOR
FROM CONTRACTOR:	VIA ENGINEER:	CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

(Application is made for payment, as shown below, in connection with the contract. Documentation sheets, as applicable, are attached.)

1. ORIGINAL CONTRACT SUM	\$ -
2. Net change by Change Orders	\$ -
3. Contract Sum To Date (See 1-2)	\$ -
4. TOTAL COMPLETED AND STORED TO DATE <small>(Columns 1-3 on individual sheets)</small>	\$ -
5. RETAINAGE:	
a. 10% of completed work	\$ -
6. TOTAL EARNED LESS RETAINAGE <small>(Line 4 less Line 5 Total)</small>	\$ -
7. LESS PREVIOUS PAYMENTS <small>(Line 6 from prior Application)</small>	\$ -
8. CURRENT PAYMENT DUE	\$ -
9. BALANCE TO FINISH, INCL. RETAINAGE <small>(Line 3 less Line 8)</small>	\$ -

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: FLORIDA
County of: _____
Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public:
My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data supporting this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: _____ **Date:** _____
(Amount must be in amount certified column from the amount application, total all figures on this application and on the Contract Documents that are changed to conform to the amount certified.)
Engineer: _____
By: _____ Date: _____

Owner Initials _____

Contractor Initials

**EXHIBIT J
LEGAL DESCRIPTION**

**LONG LAKE RANCH RESIDENTIAL PARCEL
(CONSTRUCTION PLAN)**

DESCRIPTION: A parcel of land lying in Sections 27 and 28, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 27, run thence along the South boundary of said Southwest 1/4 of Section 27, N.89°33'52"W., 326.45 feet to a point on a curve, said point also being the Easterlymost corner of LONG LAKE RANCH VILLAGE 3 PARCELS A, B AND VILLAGE 6 PARCEL B, according to the plat thereof, as recorded in Plat Book 71, Pages 60 through 67 inclusive, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said LONG LAKE RANCH VILLAGE 3 PARCELS A, B AND VILLAGE 6 PARCEL B, the following four (4) courses: 1) Northwesterly, 333.64 feet along the arc of a curve to the left having a radius of 1393.27 feet and a central angle of 13°43'13" (chord bearing N.40°18'30"W., 332.84 feet) to a point on a curve, said point also being the **POINT OF BEGINNING**; 2) Northwesterly, 440.74 feet along the arc of a curve to the right having a radius of 367.98 feet and a central angle of 68°37'28" (chord bearing N.43°13'23"W., 414.86 feet) to a point on a curve; 3) Northerly, 500.25 feet along the arc of a curve to the right having a radius of 514.61 feet and a central angle of 55°41'50" (chord bearing N.09°26'46"E., 480.79 feet); 4) N.52°42'19"W., 493.98 feet to a point on a curve, said point also being the Northerlymost corner of said LONG LAKE RANCH VILLAGE 3 PARCELS A, B AND VILLAGE 6 PARCEL B; thence along the Northerly boundary of said LONG LAKE RANCH VILLAGE 3 PARCELS A, B AND VILLAGE 6 PARCEL B, and the Northerly boundary of LONG LAKE RANCH VILLAGE 6 PARCEL A, according to the plat thereof, as recorded in Plat Book 71, Page 78, of the Public Records of Manatee County, Florida, the following two (2) courses: 1) Westerly, 2228.28 feet along the arc of a curve to the right having a radius of 4101.00 feet and a central angle of 31°07'54" (chord bearing S.74°47'47"W., 2200.97 feet); 2) N.89°38'16"W., 494.81 feet to the Northwest corner of said LONG LAKE RANCH VILLAGE 6 PARCEL A, also being a point on the East right of way line of Sunlake Boulevard, according to Official Records Book 8119, Page 167, of the Public Records of Manatee County, Florida; thence along said East right of way line, the following two (2) courses: 1) N.00°21'17"E., 1626.18 feet to a point of curvature; 2) Easterly, 90.47 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 103°40'30" (chord bearing N.52°11'31"E., 78.63 feet) to a point of curvature on the Southerly right of way line of State Road 54, per Florida Department of Transportation Right of Way

Owner Initials _____

Contractor Initials  _____

Map State Project No. 14570-2521; thence along said Southerly right of way line the following four (4) courses: 1) S.75°58'14"E., 187.73 feet to a point of curvature; 2) Easterly, 2574.46 feet along the arc of a curve to the left having a radius of 2989.46 feet and a central angle of 49°20'31" (chord bearing N.79°21'31"E., 2495.64 feet) to a point on a non-tangent curve; 3) Northeasterly, 32.23 feet along the arc of a curve to the left having a radius of 1195.93 feet and a central angle of 01°32'38" (chord bearing N.55°05'04"E., 32.22 feet); 4) N.54°18'45"E., 1192.08 feet; thence S.35°41'15"E., 1275.73 feet; thence SOUTH, 830.27 feet; thence S.40°30'00"W., 1892.33 feet to the **POINT OF BEGINNING**.

Containing 182.973 acres, more or less.

Owner Initials _____

Contractor Initials

EXHIBIT B

IMPROVEMENTS

Long Lake Ranch Phase 2B Costs		
Stormwater System	\$	251,372.15
Sanitary Sewer	\$	154,294.10
Potable Water	\$	117,782.25
Reclaim Water	\$	88,561.60
Total Costs	\$	612,010.10

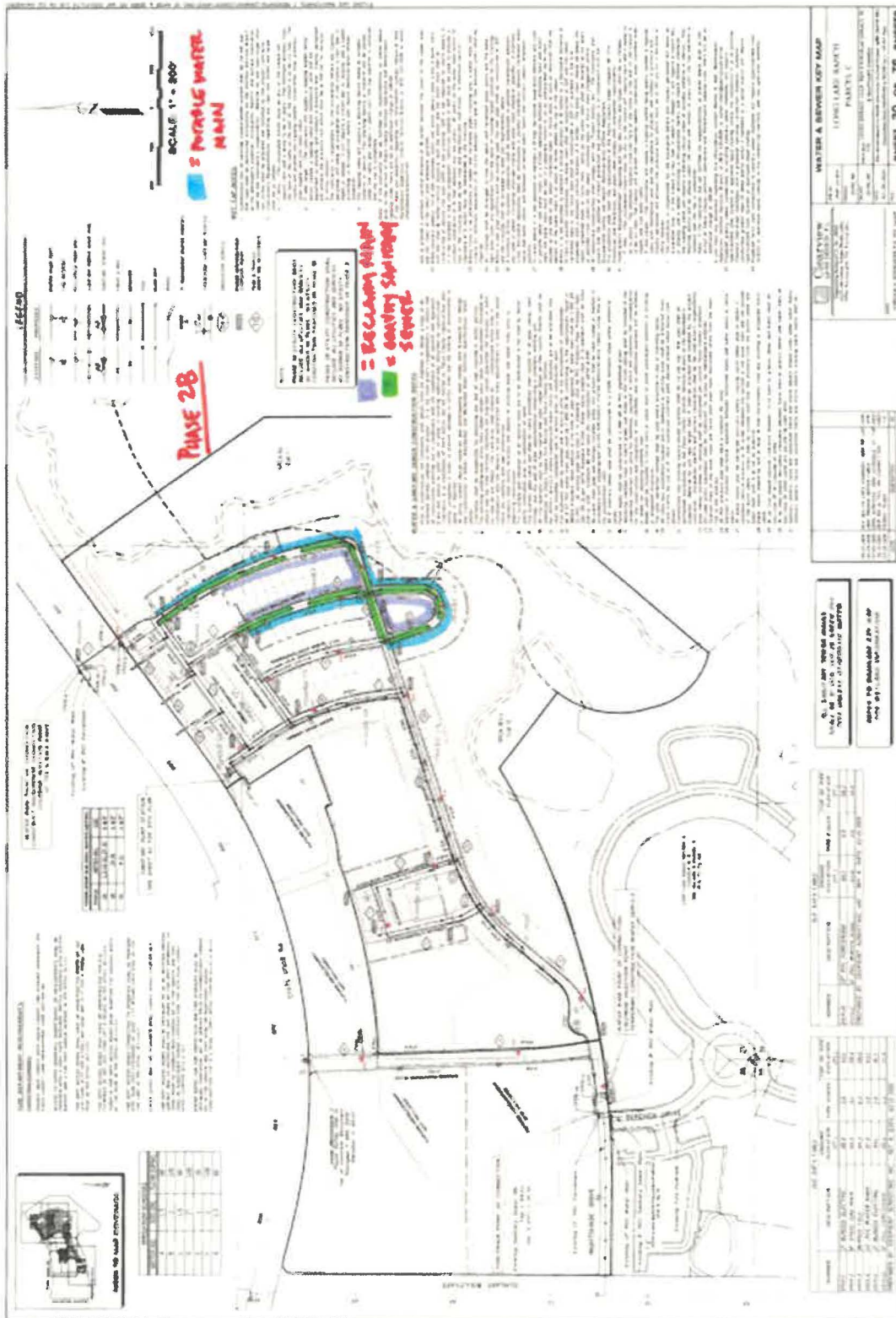
PHASE 2B - STORM DRAINAGE															
1	5000100 1510 21015	24" CLASS W RCP STORM	571.00	LF	\$38.30	\$21,689.00	0.00	571.00	571.00	\$0.00	\$21,689.00	\$21,689.00	100%	\$0.00	\$0.00
2	5000100 1510 21015	24" CLASS W RCP STORM	601.00	LF	\$82.10	\$49,641.00	0.00	601.00	601.00	\$0.00	\$49,641.00	\$49,641.00	100%	\$0.00	\$0.00
3	5000100 1510 21015	30" CLASS W RCP STORM	26.00	LF	\$70.45	\$1,831.70	0.00	26.00	26.00	\$0.00	\$1,831.70	\$1,831.70	100%	\$0.00	\$0.00
4	5000100 1510 21015	24" CLASS W RCP STORM	821.00	LF	\$86.30	\$70,752.30	0.00	821.00	821.00	\$0.00	\$70,752.30	\$70,752.30	100%	\$0.00	\$0.00
5	5000100 1510 21015	42" CLASS W RCP STORM	179.00	LF	\$126.00	\$22,554.00	0.00	179.00	179.00	\$0.00	\$22,554.00	\$22,554.00	100%	\$0.00	\$0.00

6	5000100 1510 21015	48" CLASS W RCP STORM	115.00	LF	\$193.00	\$22,195.00	0.00	115.00	115.00	\$0.00	\$22,195.00	\$22,195.00	100%	\$0.00	\$0.00
7	5000100 1510 21015	MANHOOD TYPE 1 CURB INLET	13.00	EA	\$3,750.00	\$48,750.00	0.00	13.00	13.00	\$0.00	\$48,750.00	\$48,750.00	100%	\$0.00	\$0.00
8	5000100 1510 21015	TYPE B ORATE INLET	-	EA	\$2,599.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
9	5000100 1510 21015	STORM MANHOLE	4.00	EA	\$2,540.00	\$10,160.00	0.00	4.00	4.00	\$0.00	\$10,160.00	\$10,160.00	100%	\$0.00	\$0.00
10	5000100 1510 21015	48" RCP MANHOLE	1.00	EA	\$4,400.00	\$4,400.00	0.00	1.00	1.00	\$0.00	\$4,400.00	\$4,400.00	100%	\$0.00	\$0.00
11	5000100 1510 21015	RIP RUP AT END SECTION	1.00	EA	\$545.00	\$545.00	0.00	1.00	1.00	\$0.00	\$545.00	\$545.00	100%	\$0.00	\$0.00
12	5000100 1510 21015	CONNECT STORM TO EXISTING POND	1.00	EA	\$8,100.00	\$8,100.00	0.00	1.00	1.00	\$0.00	\$8,100.00	\$8,100.00	100%	\$0.00	\$0.00
13	5000100 1510 21015	DEWATERING	2,975.00	LF	\$6.00	\$17,850.00	0.00	2,975.00	2,975.00	\$0.00	\$17,850.00	\$17,850.00	100%	\$0.00	\$0.00
14	5000100 1510 21015	TELEVIEW STORM MANHOLE	2,075.00	LF	\$7.15	\$14,836.25	0.00	2,075.00	2,075.00	\$0.00	\$14,836.25	\$14,836.25	100%	\$0.00	\$0.00
TOTAL PHASE 2B - STORM DRAINAGE						\$281,872.15				\$0.00	\$281,872.15		100%	\$0.00	\$0.00

PHASE 2B - SANITARY SEWER															
1	5000100 1510 21015	CONNECT TO EXISTING MANHOLE	4.00	EA	\$1,000.00	\$4,000.00	0.00	4.00	4.00	\$0.00	\$4,000.00	\$4,000.00	100%	\$0.00	\$0.00
2	5000100 1510 21015	8" PVC 30' @ CUT	4.00	EA	\$1,740.00	\$6,960.00	0.00	4.00	4.00	\$0.00	\$6,960.00	\$6,960.00	100%	\$0.00	\$0.00
3	5000100 1510 21015	8" PVC 30' @ CUT	204.00	LF	\$17.20	\$3,508.80	0.00	204.00	204.00	\$0.00	\$3,508.80	\$3,508.80	100%	\$0.00	\$0.00
4	5000100 1510 21015	8" PVC 30' @ CUT	677.00	LF	\$18.34	\$12,416.18	0.00	677.00	677.00	\$0.00	\$12,416.18	\$12,416.18	100%	\$0.00	\$0.00
5	5000100 1510 21015	SANITARY MANHOLE @ 4' CUT	6.50	EA	\$2,700.00	\$17,550.00	0.00	6.50	6.50	\$0.00	\$17,550.00	\$17,550.00	100%	\$0.00	\$0.00
6	5000100 1510 21015	SANITARY MANHOLE @ 4' CUT	1.00	EA	\$4,000.00	\$4,000.00	0.00	1.00	1.00	\$0.00	\$4,000.00	\$4,000.00	100%	\$0.00	\$0.00
7	5000100 1510 21015	SANITARY MANHOLE @ 4' CUT	1.00	EA	\$3,000.00	\$3,000.00	0.00	1.00	1.00	\$0.00	\$3,000.00	\$3,000.00	100%	\$0.00	\$0.00
8	5000100 1510 21015	CONCRETE PAVED MANHOLE	1.00	EA	\$3,000.00	\$3,000.00	0.00	1.00	1.00	\$0.00	\$3,000.00	\$3,000.00	100%	\$0.00	\$0.00
9	5000100 1510 21015	DOUBLE SERVICE	3.50	EA	\$175.00	\$612.50	0.00	3.50	3.50	\$0.00	\$612.50	\$612.50	100%	\$0.00	\$0.00
10	5000100 1510 21015	DOUBLE SERVICE	11.00	EA	\$70.00	\$770.00	0.00	11.00	11.00	\$0.00	\$770.00	\$770.00	100%	\$0.00	\$0.00
11	5000100 1510 21015	DEWATERING	1,630.00	LF	\$12.15	\$19,804.50	0.00	1,630.00	1,630.00	\$0.00	\$19,804.50	\$19,804.50	100%	\$0.00	\$0.00
12	5000100 1510 21015	TELEVIEW SANITARY SEWER	1,900.00	LF	\$5.75	\$10,925.00	0.00	1,900.00	1,900.00	\$0.00	\$10,925.00	\$10,925.00	100%	\$0.00	\$0.00
TOTAL PHASE 2B - SANITARY SEWER						\$154,294.10				\$0.00	\$154,294.10		100%	\$0.00	\$0.00

PHASE 2B - WATER DISTRIBUTION															
1	5000100 1510 21015	CONNECT TO EXISTING WATER MAIN	4.00	EA	\$1,000.00	\$4,000.00	0.00	4.00	4.00	\$0.00	\$4,000.00	\$4,000.00	100%	\$0.00	\$0.00
2	5000100 1510 21015	TEMPORARY JOINT	1.00	EA	\$2,000.00	\$2,000.00	0.00	1.00	1.00	\$0.00	\$2,000.00	\$2,000.00	100%	\$0.00	\$0.00
3	5000100 1510 21015	8" PVC WATER MAIN @ 10'	2,180.00	LF	\$19.45	\$42,409.00	0.00	2,180.00	2,180.00	\$0.00	\$42,409.00	\$42,409.00	100%	\$0.00	\$0.00
4	5000100 1510 21015	8" PVC WATER MAIN @ 10'	777.00	LF	\$19.45	\$15,110.65	0.00	777.00	777.00	\$0.00	\$15,110.65	\$15,110.65	100%	\$0.00	\$0.00
5	5000100 1510 21015	8" GATE VALVE ASSEMBLY	3.00	EA	\$7,400.00	\$22,200.00	0.00	3.00	3.00	\$0.00	\$22,200.00	\$22,200.00	100%	\$0.00	\$0.00
6	5000100 1510 21015	8" GATE VALVE ASSEMBLY	1.00	EA	\$1,400.00	\$1,400.00	0.00	1.00	1.00	\$0.00	\$1,400.00	\$1,400.00	100%	\$0.00	\$0.00
7	5000100 1510 21015	8" M.B.M.	1.00	EA	\$10,000.00	\$10,000.00	0.00	1.00	1.00	\$0.00	\$10,000.00	\$10,000.00	100%	\$0.00	\$0.00
8	5000100 1510 21015	8" M.B.M.	3.00	EA	\$2,000.00	\$6,000.00	0.00	3.00	3.00	\$0.00	\$6,000.00	\$6,000.00	100%	\$0.00	\$0.00
9	5000100 1510 21015	8" M.B.M.	2.00	EA	\$4,000.00	\$8,000.00	0.00	2.00	2.00	\$0.00	\$8,000.00	\$8,000.00	100%	\$0.00	\$0.00
10	5000100 1510 21015	8" M.B.M.	1.00	EA	\$4,000.00	\$4,000.00	0.00	1.00	1.00	\$0.00	\$4,000.00	\$4,000.00	100%	\$0.00	\$0.00
11	5000100 1510 21015	SINGLE SERVICE SHIRT	17.00	EA	\$200.00	\$3,400.00	0.00	17.00	17.00	\$0.00	\$3,400.00	\$3,400.00	100%	\$0.00	\$0.00
12	5000100 1510 21015	DOUBLE SERVICE SHIRT	17.00	EA	\$200.00	\$3,400.00	0.00	17.00	17.00	\$0.00	\$3,400.00	\$3,400.00	100%	\$0.00	\$0.00
13	5000100 1510 21015	SINGLE SERVICE LONG	5.00	EA	\$200.00	\$1,000.00	0.00	5.00	5.00	\$0.00	\$1,000.00	\$1,000.00	100%	\$0.00	\$0.00
14	5000100 1510 21015	DOUBLE SERVICE LONG	5.00	EA	\$400.00	\$2,000.00	0.00	5.00	5.00	\$0.00	\$2,000.00	\$2,000.00	100%	\$0.00	\$0.00
15	5000100 1510 21015	DOUBLE SERVICE TONG	1.00	EA	\$1,400.00	\$1,400.00	0.00	1.00	1.00	\$0.00	\$1,400.00	\$1,400.00	100%	\$0.00	\$0.00
16	5000100 1510 21015	WATER SERVICE TO SANITARY CENTER	1.00	EA	\$1,400.00	\$1,400.00	0.00	1.00	1.00	\$0.00	\$1,400.00	\$1,400.00	100%	\$0.00	\$0.00
17	5000100 1510 21015	CALCULATION & PROVISION TESTING	2,500.00	LF	\$1.00	\$2,500.00	0.00	2,500.00	2,500.00	\$0.00	\$2,500.00	\$2,500.00	100%	\$0.00	\$0.00

TOTAL PHASE 2B - WATER DISTRIBUTION				5117,782.26			38.90	5117,782.26	5117,782.26	100%	38.90	38.90		
PHASE 2B - RELIANT WATER														
1	8889132 1616.11210	CONNECT TO EXISTING 4" RECLAIMED	2.00	EA	\$1,000.00	\$1,100.00	0.00	2.00	\$0.00	\$2,100.00	\$1,100.00	100%	\$0.00	\$0.00
2	8889132 1616.11210	CONNECT TO EXISTING 4" RECLAIMED	2.00	EA	\$1,100.00	\$2,200.00	0.00	2.00	\$0.00	\$3,300.00	\$2,200.00	100%	\$0.00	\$0.00
3	8889132 1616.11210	4" PVC RECLAIMED MAIN (20' X)	1,500.00	LF	\$19.80	\$29,700.00	0.00	1,500.00	\$0.00	\$29,700.00	\$29,700.00	100%	\$0.00	\$0.00
4	8889132 1616.11210	4" PVC RECLAIMED MAIN (20' X)	7,000.00	LF	\$19.80	\$138,600.00	0.00	7,000.00	\$0.00	\$138,600.00	\$138,600.00	100%	\$0.00	\$0.00
5	8889132 1616.11210	4" GATE VALVE ASSEMBLY	4.00	EA	\$1,400.00	\$5,600.00	0.00	4.00	\$0.00	\$5,600.00	\$5,600.00	100%	\$0.00	\$0.00
6	8889132 1616.11210	4" GATE VALVE ASSEMBLY	2.00	EA	\$1,100.00	\$2,200.00	0.00	2.00	\$0.00	\$2,200.00	\$2,200.00	100%	\$0.00	\$0.00
7	8889132 1616.11210	4" M/BWP	4.00	EA	\$170.00	\$680.00	0.00	4.00	\$0.00	\$680.00	\$680.00	100%	\$0.00	\$0.00
8	8889132 1616.11210	4" M/BWP	12.00	EA	\$260.00	\$3,120.00	0.00	12.00	\$0.00	\$3,120.00	\$3,120.00	100%	\$0.00	\$0.00
9	8889132 1616.11210	4" M/T	2.00	EA	\$400.00	\$800.00	0.00	2.00	\$0.00	\$800.00	\$800.00	100%	\$0.00	\$0.00
10	8889132 1616.11210	SINGLE SERVICE SHORT	1.00	EA	\$100.00	\$100.00	0.00	1.00	\$0.00	\$100.00	\$100.00	100%	\$0.00	\$0.00
11	8889132 1616.11210	SINGLE SERVICE SHORT	12.00	EA	\$400.00	\$4,800.00	0.00	12.00	\$0.00	\$4,800.00	\$4,800.00	100%	\$0.00	\$0.00
12	8889132 1616.11210	SINGLE SERVICE LONG	1.00	EA	\$100.00	\$1,000.00	0.00	1.00	\$0.00	\$1,000.00	\$1,000.00	100%	\$0.00	\$0.00
13	8889132 1616.11210	SINGLE SERVICE LONG	24.00	EA	\$100.00	\$2,400.00	0.00	24.00	\$0.00	\$2,400.00	\$2,400.00	100%	\$0.00	\$0.00
14	8889132 1616.11210	TEMPORARY BUMPUP ASSEMBLY	2.00	EA	\$750.00	\$1,500.00	0.00	2.00	\$0.00	\$1,500.00	\$1,500.00	100%	\$0.00	\$0.00
15	8889132 1616.11210	PRE-SOUND TESTING	1,778.00	LF	\$1.00	\$1,778.00	0.00	1,778.00	\$0.00	\$1,778.00	\$1,778.00	100%	\$0.00	\$0.00
TOTAL PHASE 2B - RELIANT WATER						\$36,561.00			38.90	\$36,561.00	\$36,561.00	100%	\$0.00	\$0.00



LEGEND

- 1. 1" = 800'
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- 100. 1" = 800'

PHASE 2B

SCALE 1" = 800'

2 PORTABLE WATER MAIN

2 RECLAIM MAIN & SANITARY SEWER

<p>WATER & SEWER KEY MAP</p> <p>LONG LAKE NORTH</p> <p>PHASE 2</p>	
<p>DATE: 08/11/2010</p> <p>PROJECT NO: 1000000000</p> <p>SCALE: 1" = 800'</p> <p>DATE: 08/11/2010</p> <p>PROJECT NO: 1000000000</p> <p>SCALE: 1" = 800'</p>	<p>DATE: 08/11/2010</p> <p>PROJECT NO: 1000000000</p> <p>SCALE: 1" = 800'</p> <p>DATE: 08/11/2010</p> <p>PROJECT NO: 1000000000</p> <p>SCALE: 1" = 800'</p>
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BILL OF SALE

PHASE 2B STORMWATER, UTILITIES & RECLAIMED IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that **MATTAMY TAMPA/SARASOTA LLC**, a Delaware limited liability company, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 189, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit located within or upon that certain real property owned by the Seller and described in the attached **Exhibit A**:

1. All wastewater, valves, force mains, tees, bends, joints, facilities, and appurtenances thereto, including the pump station, located within or upon that certain real property owned by the Seller and described below; and
2. All potable water lines, pipes, valves, tees, bends, joints, and appurtenances thereto, located within or upon that certain real property owned by the Seller and described below; and
3. All drainage construction; sub-base, curbs, and stormwater components thereto, located within or upon that certain real property owned by the Seller and described below; and
4. All irrigation lines, pipes, valves, pumps, equipment and appurtenances thereto located within or upon that certain real property owned by the Seller and described below

All as more particularly shown and described in the attached **Exhibit B**.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors, and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 31 day of March 2022.

MATTAMY TAMPA/SARASOTA LLC, a
Delaware limited liability company

By: [Signature]
Name: ROBERT MEYER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of March 2022, by Robert Meyer, as Vice President of Mattamy Tampa/Sarasota LLC, on its behalf. He/She is personally known to me or produced _____ as identification.

[Signature]
Notary Public, State of Florida



Personally Known
OR Produced Identification
Type of Identification _____

EXHIBIT B

PHASE 2B - STORM DRAINAGE															
1	5889100 1510 31015	1" CLASS III RCP STORM	573.00	LF	\$38.20	\$21,695.40	0.00	573.00	573.00	90.00	\$21,695.40	\$21,695.40	100%	\$0.00	\$0.00
2	5889100 1510 31015	2" CLASS III RCP STORM	801.00	LF	\$43.70	\$34,803.70	0.00	801.00	801.00	90.00	\$31,312.10	\$31,312.10	100%	\$0.00	\$0.00
3	5889100 1510 31015	3" CLASS III RCP STORM	26.00	LF	\$70.40	\$1,830.40	0.00	26.00	26.00	90.00	\$1,831.70	\$1,831.70	100%	\$0.00	\$0.00
4	5889100 1510 31015	3" CLASS III RCP STORM	531.00	LF	\$86.20	\$45,760.20	0.00	531.00	531.00	90.00	\$50,551.20	\$50,551.20	100%	\$0.00	\$0.00
5	5889100 1510 31015	4" CLASS III RCP STORM	179.00	LF	\$120.00	\$21,480.00	0.00	179.00	179.00	90.00	\$21,480.00	\$21,480.00	100%	\$0.00	\$0.00

6	5889100 1510 31015	4" CLASS III RCP STORM	769.00	LF	\$150.00	\$114,930.00	0.00	769.00	769.00	90.00	\$114,930.00	\$114,930.00	100%	\$0.00	\$0.00
7	5889100 1510 31015	MANHOLE TYPE 1 CURB INLET	13.00	EA	\$4,750.00	\$61,750.00	0.00	13.00	13.00	90.00	\$56,250.00	\$56,250.00	100%	\$0.00	\$0.00
8	5889100 1510 31015	TYPE 2 ORATE INLET	1	EA	\$2,000.00	\$2,000.00	0.00	1	1	90.00	\$1,800.00	\$1,800.00	100%	\$0.00	\$0.00
9	5889100 1510 31015	STORM MANHOLE	4.00	EA	\$2,560.00	\$10,240.00	0.00	4.00	4.00	90.00	\$9,216.00	\$9,216.00	100%	\$0.00	\$0.00
10	5889100 1510 31015	4" RCP VEE	1.00	EA	\$4,600.00	\$4,600.00	0.00	1.00	1.00	90.00	\$4,140.00	\$4,140.00	100%	\$0.00	\$0.00
11	5889100 1510 31015	RCP MAN AT END SECTION	1.00	EA	\$665.00	\$665.00	0.00	1.00	1.00	90.00	\$608.50	\$608.50	100%	\$0.00	\$0.00
12	5889100 1510 31015	CONNECT STORM TO EXISTING POND	1.00	EA	\$8,100.00	\$8,100.00	0.00	1.00	1.00	90.00	\$7,290.00	\$7,290.00	100%	\$0.00	\$0.00
13	5889100 1510 31015	CRISTERING	2,075.00	LF	\$0.00	\$0.00	0.00	2,075.00	2,075.00	90.00	\$1,867.50	\$1,867.50	100%	\$0.00	\$0.00
14	5889100 1510 31015	TELETYPE STORM BOXER	2,075.00	LF	\$7.70	\$16,082.50	0.00	2,075.00	2,075.00	90.00	\$14,873.25	\$14,873.25	100%	\$0.00	\$0.00
TOTAL PHASE 2B - STORM DRAINAGE						\$291,872.10		\$0.00	\$291,872.10	\$291,872.10	100%	\$0.00	\$0.00		

PHASE 2B - SANITARY SEWER															
1	5889100 1510 31015	CONNECT TO EXISTING MANHOLE	4.00	EA	\$1,500.00	\$6,000.00	0.00	4.00	4.00	90.00	\$5,400.00	\$5,400.00	100%	\$0.00	\$0.00
2	5889100 1510 31015	4" PVC 10' 0" OUT	400.00	LF	\$10.25	\$4,100.00	0.00	400.00	400.00	90.00	\$3,690.00	\$3,690.00	100%	\$0.00	\$0.00
3	5889100 1510 31015	4" PVC 10' 0" OUT	894.00	LF	\$17.25	\$15,417.00	0.00	894.00	894.00	90.00	\$8,082.00	\$8,082.00	100%	\$0.00	\$0.00
4	5889100 1510 31015	4" PVC 10' 0" OUT	417.00	LF	\$10.25	\$4,264.50	0.00	417.00	417.00	90.00	\$3,753.00	\$3,753.00	100%	\$0.00	\$0.00
5	5889100 1510 31015	SANITARY MANHOLE 18" 0" OUT	4.00	EA	\$2,760.00	\$11,040.00	0.00	4.00	4.00	90.00	\$9,936.00	\$9,936.00	100%	\$0.00	\$0.00
6	5889100 1510 31015	SANITARY MANHOLE 18" 0" OUT	3.00	EA	\$2,000.00	\$6,000.00	0.00	3.00	3.00	90.00	\$5,400.00	\$5,400.00	100%	\$0.00	\$0.00
7	5889100 1510 31015	SANITARY MANHOLE 18" 0" OUT	5.00	EA	\$1,200.00	\$6,000.00	0.00	5.00	5.00	90.00	\$4,500.00	\$4,500.00	100%	\$0.00	\$0.00
8	5889100 1510 31015	COMBINATION MANHOLE	1.00	EA	\$1,000.00	\$1,000.00	0.00	1.00	1.00	90.00	\$900.00	\$900.00	100%	\$0.00	\$0.00
9	5889100 1510 31015	SINGLE SERVICE	2.00	EA	\$675.00	\$1,350.00	0.00	2.00	2.00	90.00	\$1,215.00	\$1,215.00	100%	\$0.00	\$0.00
10	5889100 1510 31015	DOUBLE SERVICE	41.00	EA	\$735.00	\$30,225.00	0.00	41.00	41.00	90.00	\$27,825.00	\$27,825.00	100%	\$0.00	\$0.00
11	5889100 1510 31015	MANHOLE	1,562.00	LF	\$12.15	\$18,981.30	0.00	1,562.00	1,562.00	90.00	\$17,118.00	\$17,118.00	100%	\$0.00	\$0.00
12	5889100 1510 31015	TELETYPE SANITARY SEWER	7,980.00	LF	\$0.75	\$5,985.00	0.00	7,980.00	7,980.00	90.00	\$5,586.00	\$5,586.00	100%	\$0.00	\$0.00
TOTAL PHASE 2B - SANITARY SEWER						\$114,204.10		\$0.00	\$114,204.10	\$114,204.10	100%	\$0.00	\$0.00		

PHASE 2B - WATER DISTRIBUTION															
1	5889100 1510 31015	CONNECT TO EXISTING WATER MAIN	4.00	EA	\$1,000.00	\$4,000.00	0.00	4.00	4.00	90.00	\$3,600.00	\$3,600.00	100%	\$0.00	\$0.00
2	5889100 1510 31015	TEMPORARY SHORF	1.00	EA	\$2,000.00	\$2,000.00	0.00	1.00	1.00	90.00	\$1,800.00	\$1,800.00	100%	\$0.00	\$0.00
3	5889100 1510 31015	4" PVC WATER MAIN 10' 0" IN	2,766.00	LF	\$10.40	\$28,766.40	0.00	2,766.00	2,766.00	90.00	\$25,292.40	\$25,292.40	100%	\$0.00	\$0.00
4	5889100 1510 31015	4" PVC WATER MAIN 10' 0" IN	777.00	LF	\$12.40	\$9,634.80	0.00	777.00	777.00	90.00	\$7,023.00	\$7,023.00	100%	\$0.00	\$0.00
5	5889100 1510 31015	4" PVC 10' 0" ASSEMBLY	1.00	EA	\$1,400.00	\$1,400.00	0.00	1.00	1.00	90.00	\$1,260.00	\$1,260.00	100%	\$0.00	\$0.00
6	5889100 1510 31015	4" GATE VALVE ASSEMBLY	1.00	EA	\$1,100.00	\$1,100.00	0.00	1.00	1.00	90.00	\$990.00	\$990.00	100%	\$0.00	\$0.00
7	5889100 1510 31015	4" VALVE	4.00	EA	\$400.00	\$1,600.00	0.00	4.00	4.00	90.00	\$1,440.00	\$1,440.00	100%	\$0.00	\$0.00
8	5889100 1510 31015	4" VALVE	2.00	EA	\$400.00	\$800.00	0.00	2.00	2.00	90.00	\$720.00	\$720.00	100%	\$0.00	\$0.00
9	5889100 1510 31015	4" VALVE	3.00	EA	\$400.00	\$1,200.00	0.00	3.00	3.00	90.00	\$1,080.00	\$1,080.00	100%	\$0.00	\$0.00
10	5889100 1510 31015	SINGLE SERVICE SHORT	17.00	EA	\$375.00	\$6,375.00	0.00	17.00	17.00	90.00	\$5,737.50	\$5,737.50	100%	\$0.00	\$0.00
11	5889100 1510 31015	SINGLE SERVICE LONG	3.00	EA	\$750.00	\$2,250.00	0.00	3.00	3.00	90.00	\$2,025.00	\$2,025.00	100%	\$0.00	\$0.00
12	5889100 1510 31015	SINGLE SERVICE LONG	10.00	EA	\$475.00	\$4,750.00	0.00	10.00	10.00	90.00	\$4,275.00	\$4,275.00	100%	\$0.00	\$0.00
13	5889100 1510 31015	WATER SERVICE TO AREWET CENTER	7.00	EA	\$1,400.00	\$9,800.00	0.00	7.00	7.00	90.00	\$8,820.00	\$8,820.00	100%	\$0.00	\$0.00
14	5889100 1510 31015	VALVE	1,462.00	LF	\$1.40	\$2,046.80	0.00	1,462.00	1,462.00	90.00	\$1,710.00	\$1,710.00	100%	\$0.00	\$0.00
TOTAL PHASE 2B - WATER DISTRIBUTION						\$117,762.20		\$0.00	\$117,762.20	\$117,762.20	100%	\$0.00	\$0.00		

PHASE 2B - RECLAIM WATER															
1	5889100 1510 31015	CONNECT TO EXISTING RECLAIMED	2.00	EA	\$1,000.00	\$2,000.00	0.00	2.00	2.00	90.00	\$1,800.00	\$1,800.00	100%	\$0.00	\$0.00
2	5889100 1510 31015	CONNECT TO EXISTING RECLAIMED	2.00	EA	\$1,000.00	\$2,000.00	0.00	2.00	2.00	90.00	\$1,800.00	\$1,800.00	100%	\$0.00	\$0.00
3	5889100 1510 31015	4" PVC RECLAIMED WATER 10' 0" IN	1,080.00	LF	\$10.40	\$11,232.00	0.00	1,080.00	1,080.00	90.00	\$10,224.00	\$10,224.00	100%	\$0.00	\$0.00
4	5889100 1510 31015	4" PVC RECLAIMED WATER 10' 0" IN	1,080.00	LF	\$10.40	\$11,232.00	0.00	1,080.00	1,080.00	90.00	\$10,224.00	\$10,224.00	100%	\$0.00	\$0.00
5	5889100 1510 31015	4" GATE VALVE ASSEMBLY	4.00	EA	\$1,400.00	\$5,600.00	0.00	4.00	4.00	90.00	\$5,040.00	\$5,040.00	100%	\$0.00	\$0.00
6	5889100 1510 31015	4" GATE VALVE ASSEMBLY	2.00	EA	\$1,100.00	\$2,200.00	0.00	2.00	2.00	90.00	\$1,980.00	\$1,980.00	100%	\$0.00	\$0.00
7	5889100 1510 31015	4" VALVE	4.00	EA	\$400.00	\$1,600.00	0.00	4.00	4.00	90.00	\$1,440.00	\$1,440.00	100%	\$0.00	\$0.00
8	5889100 1510 31015	4" VALVE	2.00	EA	\$400.00	\$800.00	0.00	2.00	2.00	90.00	\$720.00	\$720.00	100%	\$0.00	\$0.00
9	5889100 1510 31015	4" VALVE	3.00	EA	\$400.00	\$1,200.00	0.00	3.00	3.00	90.00	\$1,080.00	\$1,080.00	100%	\$0.00	\$0.00
10	5889100 1510 31015	SINGLE SERVICE SHORT	10.00	EA	\$775.00	\$7,750.00	0.00	10.00	10.00	90.00	\$7,065.00	\$7,065.00	100%	\$0.00	\$0.00
11	5889100 1510 31015	SINGLE SERVICE LONG	3.00	EA	\$300.00	\$900.00	0.00	3.00	3.00	90.00	\$810.00	\$810.00	100%	\$0.00	\$0.00
12	5889100 1510 31015	SINGLE SERVICE LONG	24.00	EA	\$575.00	\$13,800.00	0.00	24.00	24.00	90.00	\$12,528.00	\$12,528.00	100%	\$0.00	\$0.00
13	5889100 1510 31015	TEMPORARY ASSEMBLY	2.00	EA	\$400.00	\$800.00	0.00	2.00	2.00	90.00	\$720.00	\$720.00	100%	\$0.00	\$0.00
14	5889100 1510 31015	VALVE	2,710.00	LF	\$1.20	\$3,252.00	0.00	2,710.00	2,710.00	90.00	\$2,439.00	\$2,439.00	100%	\$0.00	\$0.00
TOTAL PHASE 2B - RECLAIM WATER						\$68,911.20		\$0.00	\$68,911.20	\$68,911.20	100%	\$0.00	\$0.00		

This instrument was prepared by and upon recording should be returned to:

Lindsay C. Whelan, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 31 day of March 2022, by **Mattamy Tampa/Sarasota LLC**, a Delaware limited liability company whose address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 hereinafter called the "Grantor", to the **Parkview at Long Lake Ranch Community Development District**, a local unit of special-purpose government organized under Chapter 189, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter called the "Grantee":

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco County, Florida, described in the attached **Exhibit A**.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but not otherwise. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Mattamy Tampa/Sarasota LLC, a Delaware limited liability company

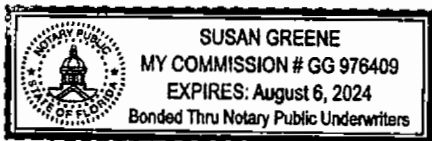
[Signature]
Witness Name: Melissa Jones

By: [Signature]
Name: ROBERT MEYN
Title: VICE PRESIDENT

[Signature]
Witness Name: Roxanne Ingersleben

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of March 2022, by Robert Meyn, as Vice President of Mattamy Tampa/Sarasota LLC, on its behalf. He/She is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

Tract B-1A as shown on the plat of *Parkview at Long Lake Ranch Phases 2B and 3*, recorded at Plat Book 85, Page 24 in the Official Records of Pasco County, Florida.

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2022**

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 107,831	\$ -	\$ -	\$ 107,831
Investments				
Revenue	-	289,139	-	289,139
Reserve	-	178,978	-	178,978
Capitalized interest	-	11	-	11
Construction	-	-	360,476	360,476
Due from general fund	-	32,607	-	32,607
Total assets	<u>\$ 107,831</u>	<u>\$500,735</u>	<u>\$ 360,476</u>	<u>\$ 969,042</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to Landowner	\$ 5,132	\$ -	\$ 12,455	\$ 17,587
Due to debt service fund	32,607	-	-	32,607
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>43,739</u>	<u>-</u>	<u>12,455</u>	<u>56,194</u>
Fund balances:				
Restricted for:				
Debt service	-	500,735	-	500,735
Capital projects	-	-	348,021	348,021
Unassigned	64,092	-	-	64,092
Total fund balances	<u>64,092</u>	<u>500,735</u>	<u>348,021</u>	<u>912,848</u>
Total liabilities and fund balances	<u>\$ 107,831</u>	<u>\$500,735</u>	<u>\$ 360,476</u>	<u>\$ 969,042</u>

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 9,054	\$ 89,331	\$ 85,209	105%
Assessment levy: off-roll	5,064	5,064	20,256	25%
Landowner contribution	-	61	-	N/A
Total revenues	<u>14,118</u>	<u>94,456</u>	<u>105,465</u>	90%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	274	787	20,000	4%
Engineering	-	-	3,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation	-	750	750	100%
Dissemination agent	83	417	1,000	42%
Trustee	-	-	4,500	0%
Telephone	17	83	200	42%
Postage	-	-	500	0%
Printing & binding	42	208	500	42%
Legal advertising	-	184	1,500	12%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	-	94	500	19%
Website hosting & maintenance	-	-	705	0%
Meeting room	-	-	2,000	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,416</u>	<u>27,873</u>	<u>93,540</u>	30%
Other fees & charges				
Property appraiser	-	-	150	0%
Tax collector	181	1,787	1,775	101%
Total other fees & charges	<u>181</u>	<u>1,787</u>	<u>1,925</u>	93%
Total expenditures	<u>4,597</u>	<u>29,660</u>	<u>95,465</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	9,521	64,796	10,000	
Fund balances - beginning	54,571	(704)	-	
Fund balances - ending	<u>\$ 64,092</u>	<u>\$ 64,092</u>	<u>\$ 10,000</u>	

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 33,273	\$ 328,297	\$ 313,156	105%
Assessment levy: off-roll	-	-	51,324	0%
Interest	1	6	-	N/A
Total revenues	<u>33,274</u>	<u>328,303</u>	<u>364,480</u>	90%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Interest	-	116,978	233,956	50%
Total debt service	<u>-</u>	<u>116,978</u>	<u>358,956</u>	33%
Other fees & charges				
Tax collector	666	6,566	6,524	101%
Total other fees and charges	<u>666</u>	<u>6,566</u>	<u>6,524</u>	101%
Total expenditures	<u>666</u>	<u>123,544</u>	<u>365,480</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	32,608	204,759	(1,000)	
Fund balances - beginning	<u>468,127</u>	<u>295,976</u>	<u>295,963</u>	
Fund balances - ending	<u><u>\$ 500,735</u></u>	<u><u>\$ 500,735</u></u>	<u><u>\$ 294,963</u></u>	

**PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2	\$ 11
Total revenues	2	11
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2	11
Fund balances - beginning	348,019	348,010
Fund balances - ending	\$ 348,021	\$ 348,021

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

13

DRAFT

**MINUTES OF MEETING
PARKVIEW AT LONG LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Parkview at Long Lake Ranch Community Development District held Multiple Public Hearings and a Regular Meeting on August 16, 2021, at 2:00 p.m., at the Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544.

Present were:

Tim Murray	Chair
Mac McCraw	Vice Chair
Tom Griggs	Assistant Secretary
Keith Polasky (via telephone)	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Carl Eldred (via telephone)	District Counsel
Chris Fisher (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:03 p.m. Supervisors Murray, McCraw and Griggs were present, in person. Supervisor Polasky was attending via telephone. Supervisor Guy was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Justin Guy
[Seat 4]; *Term expires November, 2022***

39 Ms. Cerbone presented the resignation letter from Mr. Guy.

40

41 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
42 **resignation of Mr. Justin Guy, was accepted.**

43

44

45 **FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired
Term of Vacant Seat 4**

46

47

48 **A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be***
49 ***provided in a separate package*)**

50 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
51 **Employees**

52 **II. Membership, Obligations and Responsibilities**

53 **III. Financial Disclosure Forms**

54 **a. Form 1: Statement of Financial Interests**

55 **b. Form 1X: Amendment to Form 1, Statement of Financial Interests**

56 **c. Form 1F: Final Statement of Financial Interests**

57 **IV. Form 8B: Memorandum of Voting Conflict**

58 **B. Consideration of Resolution 2021-07, Designating Certain Officers of the District, and**
59 **Providing for an Effective Date**

60 The above items were deferred to the next meeting.

61

62 **FIFTH ORDER OF BUSINESS**

**Public Hearing to Adoption of Fiscal Year
2021/2022 Budget**

63

64

65 **A. Proof/Affidavit of Publication**

66 The affidavit of publication was included for informational purposes.

67 **B. Consideration of Resolution 2021-08, Relating to the Annual Appropriations and**
68 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021 and Ending**
69 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
70 **Date**

71 Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget, which was unchanged
72 since it was presented at the last meeting.

73

74 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
75 **Public Hearing was opened.**

76

77

78 No members of the public spoke.

79

80 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
81 **Public Hearing was closed.**

82

83

84 Ms. Cerbone presented Resolution 2021-08

85

86 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor,**
87 **Resolution 2021-08, Relating to the Annual Appropriations and Adopting the**
88 **Budget for the Fiscal Year Beginning October 1, 2021 and Ending September 30,**
89 **2022; Authorizing Budget Amendments; and Providing an Effective Date, was**
90 **adopted.**

91

92

93 **SIXTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2021/2022, Pursuant to Florida Law**

98

99 **A. Proof/Affidavit of Publication**

100 The affidavit of publication was included for informational purposes.

101 **B. Mailed Notice(s) to Property Owners**

102 A copy of the Mailed Notice was included for informational purposes.

103 **C. Consideration of Resolution 2021-09, Making a Determination of Benefit and Imposing**

104 **Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and**

105 **Enforcement of Special Assessments, Including But Not Limited to Penalties and**

106 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the
107 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

108

109 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
110 **Public Hearing was opened.**

111

112

113 No members of the public spoke.

114

115 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
116 **Public Hearing was closed.**

117

118

119 Ms. Cerbone presented Resolution 2021-09.

120

121 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor,**
122 **Resolution 2021-09, Making a Determination of Benefit and Imposing Special**
123 **Assessments for Fiscal Year 2021/2022; Providing for the Collection and**
124 **Enforcement of Special Assessments, Including But Not Limited to Penalties**
125 **and Interest Thereon; Certifying an Assessment Roll; Providing for**
126 **Amendments to the Assessment Roll; Providing a Severability Clause; and**
127 **Providing an Effective Date, was adopted.**

128

129

130 **SEVENTH ORDER OF BUSINESS**

Consideration of Agreement Regarding the
Direct Collection of Special Assessments
for Fiscal Year 2021-2022

131

132

133

134 Ms. Cerbone presented the Agreement regarding the Direct Collection of Special
135 Assessments for Fiscal Year 2021-2022.

136

137 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
138 **Agreement between the CDD and Mattamy Tampa/Sarasota, LLC, Regarding**
139 **the Direct Collection of Special Assessments for Fiscal Year 2021-2022, was**
140 **approved.**

141

142

143 **EIGHTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
144 **Statements as of June 30, 2021**

145
146 Ms. Cerbone presented the Unaudited Financial Statements as of June 30, 2021.

147

148 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
149 **Unaudited Financial Statements as of June 30, 2021, were accepted.**

150

151

152 **NINTH ORDER OF BUSINESS** **Consideration of April 19, 2021 Regular**
153 **Meeting Minutes**

154

155 Ms. Cerbone presented the April 19, 2021 Regular Meeting Minutes.

156

157 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
158 **April 19, 2021 Regular Meeting Minutes, as presented, were approved.**

159

160

161 **TENTH ORDER OF BUSINESS** **Staff Reports**

162

163 **A. District Counsel: *Hopping Green & Sams, P.A.***

164 There was no report.

165 **B. District Engineer: *Clearview Land Design, P.L.***

166 There was no report.

167 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

168 **I. Discussion: *Hardcopy vs Electronic Agenda***

169 The Board choose to receive hard copies of the meeting agendas, along with the
170 electronic version.

171 **II. NEXT MEETING DATE: September 21, 2021 at 2:00 P.M.**

172 **o QUORUM CHECK**

173 The following changes were made:

174 NEXT MEETING DATE: Change "September 21" to "September 20"

175 TIME: Change "2:00 P.M." to "10:00 A.M."

176

177 The next meeting would be held on September 20, 2021 at 10:00 a.m., unless cancelled.

178

179 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
180 **rescheduling the next meeting to September 20, 2021 at 10:00 a.m., instead of**
181 **September 21, 2021 at 2:00 p.m., and advertising accordingly, was approved.**

182

183

184 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, to**
185 **amending the Fiscal Year 2022 Meeting Schedule to change the meeting dates**
186 **to the third Monday each month and the meeting times to 10:00 a.m., at the**
187 **Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge**
188 **Boulevard, Wesley Chapel, Florida 33544, and authorizing the District Manager**
189 **to advertise accordingly, was approved.**

190

191

192 Ms. Cerbone asked Mr. Eldred if the Fiscal Year 2020 Audit Report could be presented
193 today, as it was emailed to the Board but not in the agenda and because the next meeting may
194 not occur until April, next year. Mr. Eldred replied affirmatively, since this is a public meeting.

195 **▪ Audited Financial Report for the Fiscal Year Ended September 30, 2020**

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

197 Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ending
198 September 30, 2020. This was the CDD's first audit. There were no findings, recommendations
199 or instances of noncompliance. The current position of liabilities exceeding the assets was
200 based on the lifecycle of the CDD. Mr. Murray stated it was a clean opinion; otherwise known
201 as a clean audit.

202

203 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
204 **Audited Financial Report for the Fiscal Year Ended September 30, 2020, as**
205 **presented, was approved.**

206

207

208 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

209

210 There were no Board Members' comments or requests.

211

212

213 **TWELFTH ORDER OF BUSINESS**

Public Comments

214

215 There were no public comments.

216

217 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

218

219 There being nothing further to discuss, the meeting adjourned.

220

221 **On MOTION by Mr. Murray and seconded by Mr. Griggs, with all in favor, the**
222 **meeting adjourned at 2:20 p.m.**

223

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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233 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

14AI

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

newspaper’s website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district’s board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of “general circulation” authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

Rule 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, but no more than thirty (30) 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 and in the county in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District’s Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~“General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week.~~ Each Notice shall state, as applicable:

* * *

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

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

14A11

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

**PARKVIEW AT LONG
LAKE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

14C

PARKVIEW AT LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

*Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel
2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 18, 2021 CANCELED	Regular Meeting	10:00 AM
November 15, 2021 CANCELED	Regular Meeting	10:00 AM
December 20, 2021 CANCELED	Regular Meeting	10:00 AM
January 10, 2022* CANCELED	Regular Meeting	10:00 AM
February 21, 2022 CANCELED	Regular Meeting	10:00 AM
March 21, 2022 CANCELED	Regular Meeting	10:00 AM
April 18, 2022	Regular Meeting	10:00 AM
May 16, 2022	Regular Meeting	10:00 AM
June 20, 2022	Regular Meeting	10:00 AM
July 18, 2022	Regular Meeting	10:00 AM
August 15, 2022	Public Hearing & Regular Meeting	10:00 AM
September 19, 2022	Regular Meeting	10:00 AM

Exceptions

** January meeting date is one week earlier to accommodate Martin Luther King Jr. Holiday*