

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
CONTINUED PUBLIC HEARING  
& REGULAR MEETING  
DECEMBER 28, 2021**

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT AGENDA  
DECEMBER 28, 2021 AT 2:00 P.M.  
BARTRAM PARK EXECUTIVE CENTER  
LOCATED AT 12724 GRAN BAY PARKWAY WEST, SUITE 410  
JACKSONVILLE, FL 32258**

<b>District Board of Supervisors</b>	Chair Vice-Chair Supervisor Supervisor Supervisor	Ross Puzzitiello Rick Puzzitiello Ward Huntley Amy Dewey Zenzi Rogers
<b>District Manager</b>	Meritus	Brian Lamb
<b>District Attorney</b>	Kutak Rock	Wes Haber
<b>District Engineer</b>	Prosser Inc.	Brad Davis

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

**The District Agenda is comprised of four different sections:**

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

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

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

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

December 28, 2021  
Board of Supervisors  
**Seaton Creek Reserve Community Development District**

*Dear Board Members:*

The Continued Public Hearing & Regular Meeting of the Seaton Creek Reserve Community Development District will be held on **December 28, 2021 at 2:00 p.m. at the Bartram Park Executive Center located at 12724 Gran Bay Parkway West Suite 410, Jacksonville, FL 32258.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

**Call In Number: 1-866-906-9330**

**Access Code: 4863181**

**PUBLIC HEARINGS AND REGULAR MEETING OF THE BOARD OF SUPERVISORS**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO CONTINUED PUBLIC HEARING**
- 4. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2021 & 2022 BUDGET**
  - A. Open Public Hearing on Adopting Final Fiscal Year 2021 & 2022 Budget
  - B. Staff Presentations
  - C. Public Comment
  - D. Close Public Hearing on Adopting Final Fiscal Year 2021 & 2022 Budget
  - E. Consideration of Resolution 2022-03; Adopting Final Fiscal Year 2021 Budget.....Tab 01
    - i. Developer Funding Agreement
  - F. Consideration of Resolution 2022-04; Adopting Final Fiscal Year 2022 Budget.....Tab 02
    - i. Developer Funding Agreement
- 5. RETURN AND PROCEED TO REGULAR MEETING**
- 6. VENDOR AND STAFF REPORTS**
  - A. District Counsel
  - B. District Manager
  - C. District Engineer
- 7. BUSINESS ITEMS**
  - A. General Matters of the District
- 8. CONSENT AGENDA ITEMS**
  - A. Consideration of Special Organizational Meeting Minutes September 21, 2021.....Tab 03
  - B. Consideration of Landowners Election Meeting Minutes October 28, 2021.....Tab 04
  - C. Consideration of Public Hearings & Regular Meeting Minutes October 28, 2021.....Tab 05
- 9. BOARD MEMBERS COMMENTS**
- 10. PUBLIC COMMENTS**
- 11. ADJOURNMENT**

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

Sincerely,



Brian Lamb, CEO  
Meritus

**RESOLUTION 2022-03**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE SEATON CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Seaton Creek Reserve Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning August 30, 2021 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

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

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

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

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Seaton Creek Reserve Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$30,000.00 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$30,000.00
TOTAL ALL FUNDS	\$30,000.00

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 28<sup>th</sup> DAY OF DECEMBER, 2021.**

ATTEST:

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2021 Budget

2021



# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2021

FINAL ANNUAL OPERATING BUDGET

OCTOBER 28, 2021



# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2021

FINAL ANNUAL OPERATING BUDGET

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OCTOBER 28, 2021



# SEATON CREEK

## COMMUNITY DEVELOPMENT DISTRICT

### BUDGET INTRODUCTION

#### Background Information

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

The following report represents the District budget for Fiscal Year 2021, which begins on October 1, 2020. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

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

#### Facilities of the District

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

#### Maintenance of the Facilities

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

# SEATON CREEK

## COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2021  
**Final** Operating  
 Budget (Partial  
 Fiscal Year)

<b>REVENUES</b>	
<b>SPECIAL ASSESSMENTS - SERVICE CHARGES</b>	
Operations & Maintenance Assmts-Tax Roll	-
<b>TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES</b>	\$ -
<b>CONTRIBUTIONS &amp; DONATIONS FROM PRIVATE SOURCES</b>	
Developer Contributions	30,000.00
<b>TOTAL CONTRIBUTIONS &amp; DONATIONS FROM PRIVATE SOURCES</b>	\$ 30,000.00
<b>OTHER MISCELLANEOUS REVENUES</b>	
Miscellaneous	-
<b>TOTAL OTHER MISCELLANEOUS REVENUES</b>	-
<b>TOTAL REVENUES</b>	\$ 30,000.00
<b>EXPENDITURES</b>	
<b>FINANCIAL &amp; ADMINISTRATIVE</b>	
District Management	5,000.00
District Engineer	2,500.00
Disclosure Report	2,000.00
Supervisor Fees	-
Trustees Fees	-
Auditing Services	-
Accounting Services	-
Postage, Phone, Faxes, Copies	1,000.00
Public Officials Insurance	1,500.00
Legal Advertising	5,825.00
Bank Fees	500.00
Email Hosting Vendor	-
Website Administration	500.00
ADA Website Fee	2,900.00
Dues, Licenses & Fees	175.00
Miscellaneous Fees	100.00
<b>TOTAL FINANCIAL &amp; ADMINISTRATIVE</b>	\$ 22,000.00
<b>LEGAL COUNSEL</b>	
District Counsel	6,000.00
<b>TOTAL DISTRICT COUNSEL</b>	\$ 6,000.00
<b>UTILITY SERVICES</b>	
Electric Utility Services - Streetlights	-
Electric Utility Services - All Others	-
<b>TOTAL UTILITY SERVICES</b>	\$ -
<b>WATER-SEWER COMBINATION SERVICES</b>	
Water Utility Services	-
<b>TOTAL WATER-SEWER COMBINATION SERVICES</b>	\$ -
<b>OTHER PHYSICAL ENVIRONMENT</b>	
Waterway Management Contract	-
Waterway Improvements & Repair	-
Entrance, Monument & Wall Maintenance Repair	-
General, Property & Casualty Insurance	2,000.00
Garbage Collection	-
Landscape Maintenance - Contract	-
Miscellaneous Landscape	-
Plant Replacement Program	-
Irrigation Maintenance	-
Pool Maintenance - other	-
Pool Maintenance - contract	-
Amenity Center Cleaning & Supplies	-
Amenity Center Pest Control	-
Amenity Center Maintenance & Repair	-
<b>TOTAL OTHER PHYSICAL ENVIRONMENT</b>	\$ 2,000.00
<b>TOTAL EXPENDITURES</b>	\$ 30,000.00
<b>EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES</b>	\$ -

\*\*\* EXCLUDES 2% DUVAL COUNTY COLLECTION COST

\*\*\* EXCLUDES 4% EARLY PAYMENT DISCOUNT

## FISCAL YEAR 2021

### FINAL ANNUAL OPERATING BUDGET

# SEATON CREEK

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND 001

#### Financial & Administrative

##### District Manager

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

##### District Engineer

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

##### Disclosure Reporting

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

##### Trustees Fees

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

##### Auditing Services

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

##### Postage, Phone, Fax, Copies

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

##### Public Officials Insurance

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

##### Legal Advertising

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

##### Bank Fees

The District operates a checking account for expenditures and receipts.

##### Dues, Licenses & Fees

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

##### Miscellaneous Fees

To provide for unbudgeted administrative expenses.

##### Office Supplies

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

##### Website Administration

This is for maintenance and administration of the Districts official website.

# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## GENERAL FUND 001

### Legal Counsel

#### District Counsel

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

### Electric Utility Services

#### Electric Utility Services

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

### Other Physical Environment

#### Waterway Management System

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

#### Property & Casualty Insurance

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

#### Entry & Walls Maintenance

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

#### Landscape Maintenance

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

#### Miscellaneous Landscape

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

#### Plant Replacement Program

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

# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## SCHEDULE OF ANNUAL ASSESSMENTS<sup>(1)</sup>

Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit	FY 2021 Total Assessment
<b>SERIES 2021</b>					
Single Family 40'	1.00	900	\$0.00	\$35.47	\$35.47
TOTAL		900			

Notations:

<sup>(1)</sup> Annual assessments include Duval County collection costs and statutory discounts for early payment.

**FISCAL YEAR 2021**  
FINAL ANNUAL OPERATING BUDGET

**SEATON CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020/2021 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 28th day of October, 2021, by and between:

**SEATON CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Florida with a mailing address of 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District"), and

**PECAN ENTERPRISES, LLC**, a Florida limited liability company and the developer of the lands in the District with a mailing address of 22700 Royalton Road, Strongsville, Ohio 44149 (the "Developer"; and together with the District, the "Parties").

**Recitals**

**WHEREAS**, the District was established by an ordinance adopted by the City Council of the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2020/2021, which year commenced on August 30, 2021, and concludes on September 30, 2021 (the "FY 2021 Budget"); and

**WHEREAS**, the FY 2021 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2021 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

**SECTION 1.** The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2021 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2021 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2021 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

**SECTION 2.** The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2021 Budget" in the public records of Duval County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2021 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed

Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

**SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

**A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Duval County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

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

**SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the



event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2021 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2021 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2021 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

**SECTION 7.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

**SECTION 8.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

**SECTION 9.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.

**SECTION 10.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**SECTION 12.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**ATTEST:**

**SEATON CREEK RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chairman

**PECAN ENTERPRISES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

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

**Exhibit A:** Fiscal Year 2020/2021 Budget  
**Exhibit B:** Description of the Property

**Exhibit A**

Fiscal Year 2020/2021 Budget

**Exhibit B**

Description of the Property

**RESOLUTION 2022-04**

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

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Seaton Creek Reserve Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

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

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

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

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Seaton Creek Reserve Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$60,000.00 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$60,000.00
TOTAL ALL FUNDS	\$60,000.00

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 28<sup>th</sup> DAY OF DECEMBER, 2021.**

ATTEST:

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2022 Budget

2022



# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2022

FINAL ANNUAL OPERATING BUDGET

OCTOBER 28, 2021





# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2022 FINAL ANNUAL OPERATING BUDGET

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OCTOBER 28, 2021

# SEATON CREEK

## COMMUNITY DEVELOPMENT DISTRICT

### BUDGET INTRODUCTION

#### Background Information

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

The following report represents the District budget for Fiscal Year 2022, which begins on October 1, 2021. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

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

#### Facilities of the District

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

#### Maintenance of the Facilities

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

# SEATON CREEK

## COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2022  
**Final** Operating  
 Budget

<b>REVENUES</b>	
<b>SPECIAL ASSESSMENTS - SERVICE CHARGES</b>	
Operations & Maintenance Assmts-Tax Roll	60,000.00
<b>TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES</b>	<b>\$ 60,000.00</b>
<b>CONTRIBUTIONS &amp; DONATIONS FROM PRIVATE SOURCES</b>	
Developer Contributions	-
<b>TOTAL CONTRIBUTIONS &amp; DONATIONS FROM PRIVATE SOURCES</b>	<b>\$ -</b>
<b>OTHER MISCELLANEOUS REVENUES</b>	
Miscellaneous	-
<b>TOTAL OTHER MISCELLANEOUS REVENUES</b>	<b>-</b>
<b>TOTAL REVENUES</b>	<b>\$ 60,000.00</b>
<b>EXPENDITURES</b>	
<b>FINANCIAL &amp; ADMINISTRATIVE</b>	
District Management	18,000.00
District Engineer	5,000.00
Disclosure Report	2,400.00
Supervisor Fees	2,400.00
Trustees Fees	4,000.00
Auditing Services	5,000.00
Accounting Services	4,500.00
Postage, Phone, Faxes, Copies	100.00
Public Officials Insurance	2,500.00
Legal Advertising	2,675.00
Bank Fees	150.00
Email Hosting Vendor	600.00
Website Administration	1,500.00
ADA Website Fee	1,900.00
Dues, Licenses & Fees	175.00
Miscellaneous Fees	100.00
<b>TOTAL FINANCIAL &amp; ADMINISTRATIVE</b>	<b>\$ 51,000.00</b>
<b>LEGAL COUNSEL</b>	
District Counsel	3,500.00
<b>TOTAL DISTRICT COUNSEL</b>	<b>\$ 3,500.00</b>
<b>UTILITY SERVICES</b>	
Electric Utility Services - Streetlights	-
Electric Utility Services - All Others	-
<b>TOTAL UTILITY SERVICES</b>	<b>\$ -</b>
<b>WATER-SEWER COMBINATION SERVICES</b>	
Water Utility Services	-
<b>TOTAL WATER-SEWER COMBINATION SERVICES</b>	<b>\$ -</b>
<b>OTHER PHYSICAL ENVIRONMENT</b>	
Waterway Management Contract	-
Waterway Improvements & Repair	-
Entrance, Monument & Wall Maintenance Repair	-
General, Property & Casualty Insurance	5,500.00
Garbage Collection	-
Landscape Maintenance - Contract	-
Miscellaneous Landscape	-
Plant Replacement Program	-
Irrigation Maintenance	-
Pool Maintenance - other	-
Pool Maintenance - contract	-
Amenity Center Cleaning & Supplies	-
Amenity Center Pest Control	-
Amenity Center Maintenance & Repair	-
<b>TOTAL OTHER PHYSICAL ENVIRONMENT</b>	<b>\$ 5,500.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 60,000.00</b>
<b>EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>

\*\*\* EXCLUDES 2% DUVAL COUNTY COLLECTION COST

\*\*\* EXCLUDES 4% EARLY PAYMENT DISCOUNT

# SEATON CREEK

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND 001

#### Financial & Administrative

##### District Manager

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

##### District Engineer

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

##### Disclosure Reporting

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

##### Trustees Fees

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

##### Auditing Services

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

##### Postage, Phone, Fax, Copies

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

##### Public Officials Insurance

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

##### Legal Advertising

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

##### Bank Fees

The District operates a checking account for expenditures and receipts.

##### Dues, Licenses & Fees

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

##### Miscellaneous Fees

To provide for unbudgeted administrative expenses.

##### Office Supplies

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

##### Website Administration

This is for maintenance and administration of the Districts official website.

# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## GENERAL FUND 001

### Legal Counsel

#### District Counsel

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

### Electric Utility Services

#### Electric Utility Services

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

### Other Physical Environment

#### Waterway Management System

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

#### Property & Casualty Insurance

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

#### Entry & Walls Maintenance

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

#### Landscape Maintenance

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

#### Miscellaneous Landscape

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

#### Plant Replacement Program

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

# SEATON CREEK

COMMUNITY DEVELOPMENT DISTRICT

## SCHEDULE OF ANNUAL ASSESSMENTS<sup>(1)</sup>

Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit <sup>(2)</sup>	FY 2021 Total Assessment
<b>SERIES 2021</b>					
Single Family 40'	1.00	900	\$0.00	\$70.93	\$70.93
TOTAL		900			

Notations:

<sup>(1)</sup> Annual assessments include Duval County collection costs and statutory discounts for early payment.

**SEATON CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 28th day of October, 2021, by and between:

**SEATON CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Florida with a mailing address of 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District"), and

**PECAN ENTERPRISES, LLC**, a Florida limited liability company and the developer of the lands in the District with a mailing address of 22700 Royalton Road, Strongsville, Ohio 44149 (the "Developer"; and together with the District, the "Parties").

**Recitals**

**WHEREAS**, the District was established by an ordinance adopted by the City Council of the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2021/2022, which year commences on October 1, 2021, and concludes on September 30, 2022 (the "FY 2022 Budget"); and

**WHEREAS**, the FY 2022 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2022 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

**SECTION 1.** The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2022 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2022 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2022 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

**SECTION 2.** The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2022 Budget" in the public records of Duval County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2022 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed



Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

**SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

**A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Duval County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

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

**SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the

event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2022 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2022 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2022 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

**SECTION 7.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

**SECTION 8.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

**SECTION 9.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.

**SECTION 10.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**SECTION 12.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**ATTEST:**

**SEATON CREEK RESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chairman

**PECAN ENTERPRISES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

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

**Exhibit A:** Fiscal Year 2021/2022 Budget  
**Exhibit B:** Description of the Property

**Exhibit A**

Fiscal Year 2021/2022 Budget

**Exhibit B**

Description of the Property

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**September 21, 2021 Minutes of Special Organizational Meeting**

**Minutes of the Special Organizational Meeting**

The Special Organizational Meeting of the Board of Supervisors for the Seaton Creek Reserve Community Development District was held on **Thursday, September 21, 2021 at 2:00 p.m.** at the Bartram Park Executive Center located at 12724 Gran Bay Parkway West, Suite 140, Jacksonville, FL 32258.

**1. CALL TO ORDER**

Bryan Radcliff called the Special Organizational Meeting of the Board of Supervisors of the Seaton Creek Reserve Community Development District to order on **Thursday, September 21, 2021 at 4:30 p.m.**

**Board Members Present and Constituting a Quorum:**

Ross Puzzitiello	Supervisor
Rick Puzzitiello	Supervisor
Amy Dewey	Supervisor
Ward Huntley	Supervisor
Zenzi Rogers	Supervisor

**Staff Members Present:**

Bryan Radcliff	District Manager, Meritus
Wes Haber	District Counsel, Hopping Green & Sams
Brad Davis	District Engineer, Prosser

There were no members of the general public in attendance.

**2. PUBLIC COMMENT PERIOD**

There were no public comments.

**3. ADMINISTER OATHS OF OFFICE TO BOARD ASSIGNED IN PETITION**

Mr. Radcliff stated for the record that he had the signed and notarized Oaths of Office from the supervisors.

44 **4. SEAT NEW BOARD MEMBERS**

45 **A. Overview of Forms, Sunshine Amendment, Code of Ethics, Supervisor**  
46 **Responsibilities**

47  
48 Mr. Haber went over the Sunshine Laws, Code of Ethics, and supervisor responsibilities with the  
49 Board. If they have any further questions, they will contact Mr. Haber.

50  
51  
52 **5. APPOINTMENT OF OFFICERS – Resolution 2021-01**

- 53 **A. Chairman**  
54 **B. Vice Chairman**  
55 **C. Secretary**  
56 **D. Treasurer**  
57 **E. Assistant Secretaries**

58  
59 The Board discussed the officer positions. Supervisor Ross Puzzitiello will be the Chair, and  
60 Supervisor Rick Puzzitiello will be the Vice-Chair. Brian Lamb with Meritus will be the  
61 Secretary, and Eric Davidson with Meritus will be the Treasurer. The rest of the Board will be  
62 Assistant Secretaries, and Brian Howell with Meritus will be an additional Assistant Secretary.

63  
64 MOTION TO: Approve Resolution 2021-01 as stated.  
65 MADE BY: Supervisor Ross Puzzitiello  
66 SECONDED BY: Supervisor Rock Puzzitiello  
67 DISCUSSION: None further  
68 RESULT: Called to Vote: Motion PASSED  
69 5/0 - Motion Passed Unanimously

70  
71  
72 **6. APPOINTMENT OF CONSULTANTS**

73 **A. Consider Appointment of District Manager/Assessment Consultant– Resolution**  
74 **2021-02**

75  
76 Meritus will be the District Manager/Assessment Consultant.

77  
78 **B. Designation of Registered Agent/Office – Resolution 2021-03**

79  
80 Brian Lamb/Meritus will be the Registered Agent/Office.

81  
82 **C. Consider Appointment of District General Counsel – Resolution 2021-04**

83  
84 Hopping Green & Sams will be District Counsel.  
85  
86

87 **D. Consider Appointment of Interim District Engineer – By Motion**  
88 **i. Authorize RFQ for District Engineer**

89  
90 Prosser will be the Interim Engineer. The Board authorized an RFQ for District Engineer.  
91

92 **E. Consider Appointment of Bond Counsel – Gray Robinson**

93  
94 Greenberg Traurig will be Bond Counsel.  
95

96 **F. Consider Appointment of Investment Banker – FMS Bonds**

97  
98 FMS Bonds will be the Investment Banker.  
99

100 **G. Consider Appointment of Trustee – US Bank**

101  
102 US Bank will be the Trustee.  
103

MOTION TO:	Approve Items 6A-G, subject to review of the Chair and/or Counsel.
MADE BY:	Supervisor Ross Puzzitiello
SECONDED BY:	Supervisor Rick Puzzitiello
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

111  
112  
113 **7. BUSINESS MATTERS**

114 **A. Consider Authorizing Notice of Establishment – Resolution 2021-05**

115 **B. Consider Policy of Compensation for Board Members – Resolution 2021-06**

116 **C. Consider Policy of Reimbursement of District Travel Expenses – Resolution**  
117 **2021-07**

118 **D. Consider Designation of Primary Administrative Officer and Local Records**  
119 **Office – Resolution 2021-08**

120 **E. Consider District Records Retention Schedule – Resolution 2021-09**

121 **F. Consider Fiscal Year 2021 Regular Meeting Schedule and Location – Resolution**  
122 **2021-10**

123 **G. Consider Landowners' Meeting Date, Time, and Location – Resolution 2021-11**

124 **H. Consider Proposed FY 2021 Annual Budget & Set Public Hearing – Resolution**  
125 **2021-12**

126 **i. FY 2021 Budget Funding Agreement**

127 **I. Consider Proposed FY 2022 Annual Budget & Set Public Hearing – Resolution**  
128 **2021-13**

129 **i. FY 2022 Budget Funding Agreement**

130 **J. Consider Financing Team Funding Agreement**

131 **K. Set Public Hearing for Uniform Method of Collections – Resolution 2021-14**



- 132 **L. Consider Rules of Procedure & Setting Public Hearing – Resolution 2021-15**
- 133 **M. Consider Policy Re: Support & Legal Defense for Board & Staff – Resolution**
- 134 **2021-16**
- 135 **N. Authorization to Obtain General Liability and Public Officers Insurance – By**
- 136 **Motion**
- 137 **O. Consider Designation of a Qualified Public Depository – Resolution 2021-17**
- 138 **P. Authorization of Signatories – Resolution 2021-18**
- 139 **Q. Authorization to Disburse Funds for Expenses – Resolution 2021-19**
- 140 **R. Consider Adoption of Investment Policy – Resolution 2021-20**
- 141 **S. Consider Approval of Florida Statewide Mutual Aid Agreement – Resolution**
- 142 **2021-21**
- 143 **T. Consider Provisions for Public Comments – Resolution 2021-22**
- 144 **U. Appointment of Audit Committee – By Motion**
- 145 **V. Consider Internal Controls Policy – Resolution 2021-23**
- 146

147 Mr. Lamb went over all of the Business Items with the Board. The Landowners Election will be  
148 held on at October 28, 2021 at 2:00 p.m. The public hearings for the budget, uniform method of  
149 collections, and rules of procedure will be on October 28, 2021 at 2:00 p.m. The Board appointed  
150 the Board as the Audit Committee. The Board authorized obtaining general liability and public  
151 officers insurance.

153	MOTION TO:	Approve Business Matters 7A-V as stated.
154	MADE BY:	Supervisor Ross Puzzitiello
155	SECONDED BY:	Supervisor Rick Puzzitiello
156	DISCUSSION:	None further
157	RESULT:	Called to Vote: Motion PASSED
158		5/0 - Motion Passed Unanimously

- 159
- 160
- 161 **8. PRELIMINARY REPORT PRESENTATION – ASSESSMENT BONDS**
- 162 **A. Authorizing Issuance of Bonds/Filing of Validation Complaint – Resolution**
- 163 **2021-24**
- 164 **i. Master Trust Indenture**
- 165

166 Mr. Radcliff and Mr. Haber went over the resolution with the Board.  
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MOTION TO:	Approve Resolution 2021-24 as stated in substantial form with associated documents.
MADE BY:	Supervisor Ross Puzzitiello
SECONDED BY:	Supervisor Rick Puzzitiello
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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**B. Consider Authorization of Chairman to Accept or Execute Certain Documents – Resolution 2021-25**

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Mr. Radcliff went over the resolution with the Board.

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MOTION TO:	Approve Resolution 2021-25.
MADE BY:	Supervisor Ross Puzzitiello
SECONDED BY:	Supervisor Rick Puzzitiello
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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**C. Consider Adoption of Prompt Payment Policies and Procedures – Resolution 2021-26**

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Mr. Radcliff went over the resolution with the Board.

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MOTION TO:	Approve Resolution 2021-26.
MADE BY:	Supervisor Ross Puzzitiello
SECONDED BY:	Supervisor Rick Puzzitiello
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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**D. Other Matters Related to Financing**

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**9. ADMINISTRATIVE MATTERS**

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**A. Request for Working Capital – By Motion**

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Mr. Radcliff and the Board briefly discussed requesting working capital.

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**10. STAFF REPORTS**

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

There were no further reports from staff at this time.

**11. BOARD MEMBERS' COMMENTS**

There were no comments from the Board.

**12. PUBLIC COMMENTS**

There were no public comments.

**13. ADJOURNMENT**

MOTION TO:	Adjourn.
MADE BY:	Supervisor Ross Puzzitiello
SECONDED BY:	Supervisor Rick Puzzitiello
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	5/0 - Motion Passed Unanimously

238 \*Please note the entire meeting is available on disc.

239

240 \*These minutes were done in summary format.

241

242 \*Each person who decides to appeal any decision made by the Board with respect to any matter  
243 considered at the meeting is advised that person may need to ensure that a verbatim record of  
244 the proceedings is made, including the testimony and evidence upon which such appeal is to be  
245 based.

246

247 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly  
248 noticed meeting held on \_\_\_\_\_.

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Signature

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257 **Title:**

258  Secretary

259  Assistant Secretary

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\_\_\_\_\_  
Signature

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Printed Name

**Title:**

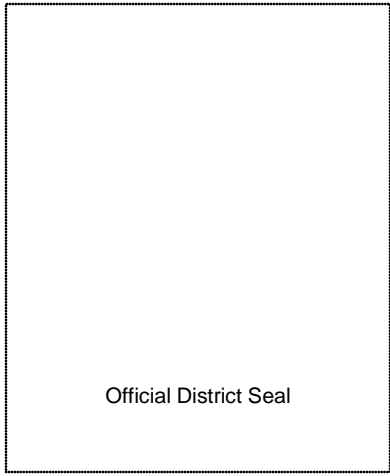
Chairman

Vice Chairman

*Recorded by Records Administrator*

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*Signature*

\_\_\_\_\_  
*Date*



Official District Seal

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**October 28, 2021 Minutes of the Landowner’s Election**

**Minutes of the Landowner’s Election**

The Landowner’s Election of the Board of Supervisors for the Seaton Creek Reserve Community Development District was held on Thursday, October 28, 2021 at 2:00 p.m. at the Bartram Park Executive Center located at 12724 Gran Bay Parkway West, Suite 410, Jacksonville, FL 32258.

**1. CALL TO ORDER/ROLL CALL**

Brian Lamb called the Landowner’s Election of the Board of Supervisors of the Seaton Creek Reserve Community Development District to order on Thursday, October 28, 2021 at 2:05 p.m.

Staff Members Present:

Brian Lamb	District Manager, Meritus	
Bryan Radcliff	District Manager, Meritus	<i>via conference call</i>
Wes Haber	District Counsel, Hopping Green & Sams	<i>via conference call</i>
Ross Puzzitiello	Supervisor	<i>via conference call</i>
Rick Puzzitiello	Supervisor	<i>via conference call</i>
Amy Dewey	Supervisor	
Ward Huntley	Supervisor	
Zenzi Rogers	Supervisor	<i>arrived at approximately 2:08 p.m.</i>

There were no members of the general public present.

**2. APPOINTMENT OF MEETING CHAIRMAN**

Mr. Lamb stated that he would be the meeting Chairman.

**3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS**

Mr. Lamb went over that the two candidates who receive the most number of votes will receive a four-year term, and the three candidates who receive the last number of votes will receive a two-year term. The candidates were Amy Dewey, Ward Huntley, Zenzi Rogers, Rick Puzzitiello, and Ross Puzzitiello.

**4. ELECTION OF SUPERVISORS**

Mr. Lamb announced the results: Rick Puzzitiello received two votes, Ross Puzzitiello received two votes, Amy Dewey received one vote, Ward Huntley received one vote, and Zenzi Rogers received one vote.

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**5. OWNERS' REQUESTS**

There were no owners' requests.

**6. ADJOURNMENT/CONTINUATION**

The meeting was adjourned.

*\*These minutes were done in summary format.*

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

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Title:**  
 **Secretary**  
 **Assistant Secretary**

**Title:**  
 **Chairman**  
 **Vice Chairman**



*Recorded by Records Administrator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**SEATON CREEK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

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**October 28, 2021 Minutes of Public Hearing, Audit Committee & Regular Meeting**

**Minutes of the Public Hearing, Audit Committee & Regular Meeting**

The Public Hearing, Audit Committee & Regular Meeting of the Board of Supervisors for the Seaton Creek Reserve Community Development District was held on **Thursday, October 28, 2021 at 2:00 p.m.** at the Bartram Park Executive Center located at 12724 Gran Bay Pkwy West, Suite 410, Jacksonville, FL 32258.

**1. CALL TO ORDER**

Brian Lamb called the Public Hearing, Audit Committee & Regular Meeting of the Board of Supervisors of the Seaton Creek Reserve Community Development District to order on **Thursday, October 28, 2021 at 2:00 p.m.**

**Board Members Present and Constituting a Quorum:**

Ross Puzzitiello	Supervisor	<i>via conference call</i>
Rick Puzzitiello	Supervisor	<i>via conference call</i>
Amy Dewey	Supervisor	
Ward Huntley	Supervisor	
Zenzi Rogers	Supervisor	

**Staff Members Present:**

Brian Lamb	District Manager, Meritus	
Bryan Radcliff	District Manager, Meritus	<i>via conference call</i>
Wes Haber	District Counsel, Hopping Green & Sams	<i>via conference call</i>

There were no members of the general public in attendance.

**2. OATH OF OFFICE**

Mr. Lamb administered the Oath of Office to Amy Dewey, Ward Huntley, and Zenzi Rogers.

**3. PUBLIC COMMENT ON AGENDA ITEMS**

There were no public comments on agenda items.

43 **4. BUSINESS ITEMS**

44 **A. Consideration of Resolution 2022-05; Canvassing and Certifying the Results of**  
45 **the Landowners Election**

46  
47 Mr. Lamb reviewed the resolution with the Board. Rick Puzzitiello and Ross Puzzitiello each  
48 received two votes and will have four-year terms. Amy Dewey, Ward Huntley, and Zenzi Rogers  
49 each received one vote and will have two-year terms.  
50

51	MOTION TO:	Approve Resolution 2022-05.
52	MADE BY:	Supervisor Dewey
53	SECONDED BY:	Supervisor Ward
54	DISCUSSION:	None further
55	RESULT:	Called to Vote: Motion PASSED
56		3/0 - Motion Passed Unanimously

57  
58 **B. Consideration of Resolution 2022-06; Designating Officers**  
59

60 The Board discussed the officer positions. Supervisor Ross Puzzitiello will be the Chair, and  
61 Supervisor Rick Puzzitiello will be the Vice-Chair, with the balance of the Board serving as  
62 Assistant Secretaries. Brian Lamb with Meritus will be the Secretary, Eric Davidson with  
63 Meritus will be the Treasurer, and Brian Howell with Meritus will be an additional Assistant  
64 Secretary.  
65

66	MOTION TO:	Approve Resolution 2022-06 as stated.
67	MADE BY:	Supervisor Rogers
68	SECONDED BY:	Supervisor Dewey
69	DISCUSSION:	None further
70	RESULT:	Called to Vote: Motion PASSED
71		3/0 - Motion Passed Unanimously

72  
73 **C. Consideration of Resolution 2022-07; Extending Board Terms to Coincide with**  
74 **General Elections**  
75

76 Mr. Lamb reviewed the resolution with the Board. Seats 1 and 2 will expire in 2026, and Seats 3,  
77 4, and 5 will expire in 2024.  
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MOTION TO:	Approve Resolution 2022-07.
MADE BY:	Supervisor Rogers
SECONDED BY:	Supervisor Dewey
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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**D. Discussion on District Counsel Transition**

The Board would like to continue with Wes Haber as District Counsel and wanted to move forward with Alternative 1 as outlined in the letter.

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MOTION TO:	Approve Alternative 1 and authorize the Chair to sign the letter from Hopping Green & Sams dated October 21, 2021.
MADE BY:	Supervisor Ward
SECONDED BY:	Supervisor Rogers
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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**E. Consideration of ADA Website Compliance Proposal**

Mr. Lamb went over the proposal with the Board.

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MOTION TO:	Authorize the District Manager and Chair to finalize an agreement with ADA Website Compliance not to exceed as proposed and move forward with having them maintaining the website to stay in compliance.
MADE BY:	Supervisor Ward
SECONDED BY:	Supervisor Dewey
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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**F. General Matters of the District**

There were no additional general matters to discuss.

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**5. RECESS TO PUBLIC HEARING**

Mr. Lamb directed the Board to recess to the public hearing.

**6. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**

**A. Open Public Hearing on Adopting Uniform Method of Collection**

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Dewey
SECONDED BY:	Supervisor Rogers
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

**B. Staff Presentations**

Mr. Lamb went over the resolution with the Board.

**C. Public Comments**

There were no public comments.

**D. Consideration of Resolution 2022-01; Adopting Uniform Method of Collection**

The Board reviewed the resolution.

MOTION TO:	Approve Resolution 2022-01.
MADE BY:	Supervisor Ward
SECONDED BY:	Supervisor Dewey
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

**E. Close Public Hearing on Adopting Uniform Method of Collection**

The public hearing was closed.

160 **7. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**

161 **A. Open Public Hearing on Adopting Uniform Rules of Procedure**

162

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Rogers
SECONDED BY:	Supervisor Dewey
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion Passed Unanimously

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170 **B. Staff Presentations**

171

172 Mr. Lamb went over the resolution with the Board.

173

174 **C. Public Comments**

175

176 There were no public comments.

177

178 **D. Consideration of Resolution 2022-02; Adopting Uniform Rules of Procedure**

179

180 The Board reviewed the resolution.

181

MOTION TO:	Approve Resolution 2022-02.
MADE BY:	Supervisor Ward
SECONDED BY:	Supervisor Dewey
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion Passed Unanimously

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189 **E. Close Public Hearing on Adopting Uniform Rules of Procedure**

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191 The public hearing was closed.

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- 195 **8. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2021 & 2022**  
196 **BUDGET**  
197 **A. Open Public Hearing on Adopting Final Fiscal Year 2021 & 2022 Budget**  
198 **B. Staff Presentations**  
199 **C. Public Comments**  
200 **D. Consideration of Resolution 2022-03; Adopting Final Fiscal Year 2021 Budget**  
201 **i. Consideration of Developer Funding Agreement**  
202 **E. Consideration of Resolution 2022-04; Adopting Final Fiscal Year 2021 Budget**  
203 **i. Consideration of Developer Funding Agreement**  
204 **F. Close Public Hearing on Adopting Final Fiscal Year 2021 & 2022 Budget**  
205

206 The Board and Mr. Lamb discussed continuing the hearings to the next meeting.  
207

208	MOTION TO:	Continue the hearings on adopting the final fiscal
209		year 2021 & 2022 budgets to the next meeting on
210		December 28, 2021 at 2:00 p.m. at the Bartram Park
211		Executive Center located at 12724 Gran Bay Pkwy
212		West, Suite 410, Jacksonville, FL 32258.
213	MADE BY:	Supervisor Ward
214	SECONDED BY:	Supervisor Rogers
215	DISCUSSION:	None further
216	RESULT:	Called to Vote: Motion PASSED
217		3/0 - Motion Passed Unanimously

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220 **9. RECESS TO AUDIT COMMITTEE MEETING**  
221

222 Mr. Lamb directed the Board to recess to the Audit Committee meeting.  
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225 **10. AUDIT COMMITTEE MEETING**

226 **A. Call to Order/Roll Call**  
227

228 Mr. Lamb called the meeting to order.  
229

230 Audit Committee members Amy Dewey, Ward Huntley, and Zenzi Rogers were in attendance.  
231

232 **B. Appoint Chairman**  
233

234 Mr. Lamb chaired the meeting.  
235

236 **C. Selection of Criteria for Evaluation of Proposals**  
237

238 Mr. Haber went over the statutory criteria with the Board and asked if the Board would also like  
239 to use price. The Board discussed and agreed to use price as part of the criteria for evaluating  
240 the proposals.  
241

242	MOTION TO:	Include pricing as part of the criteria.
243	MADE BY:	Supervisor Huntley
244	SECONDED BY:	Supervisor Rogers
245	DISCUSSION:	None further
246	RESULT:	Called to Vote: Motion PASSED
247		3/0 - Motion Passed Unanimously

248  
249 **D. Determine Date, Time, Location, and RFP Required**  
250 **i. Consider Notice of Request for Proposals for Auditing Services**  
251  
252 Mr. Lamb said he will look to have the return of the proposals within a week of the next meeting  
253 so the Board can evaluate the proposals at their next meeting.  
254

255 **E. Consider Sending RFP to Interested Firms**  
256  
257 An RFP will be sent out to interested firms.  
258

259 **F. Determine Date of Next Committee Meeting**  
260 **i. Audit Committee Guidelines**  
261  
262 The Audit Committee meeting was closed.  
263  
264

265 **11. RETURN AND PROCEED TO REGULAR MEETING**  
266  
267 Mr. Lamb directed the Board to return and proceed to the regular meeting.  
268  
269

270 **12. VENDOR AND STAFF REPORTS**  
271 **A. District Counsel**  
272

273 Mr. Haber provided an update on the bond validation hearing.  
274

275 **B. District Engineer**  
276  
277 There were no additional reports from the Engineer.  
278

279 **C. District Manager**  
280  
281 Mr. Lamb went over the process and timeline of bond issuance.  
282

283           **13. SUPERVISOR REQUESTS AND COMMENTS**

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285       There were no supervisor requests or comments.

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288           **14. AUDIENCE COMMENTS**

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290       There were no audience comments.

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293           **15. ADJOURNMENT**

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295       The meeting was adjourned.

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DRAFT

298 \*Please note the entire meeting is available on disc.

299

300 \*These minutes were done in summary format.

301

302 \*Each person who decides to appeal any decision made by the Board with respect to any matter  
303 considered at the meeting is advised that person may need to ensure that a verbatim record of  
304 the proceedings is made, including the testimony and evidence upon which such appeal is to be  
305 based.

306

307 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly  
308 noticed meeting held on \_\_\_\_\_.

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Signature

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317 **Title:**

318  Secretary

319  Assistant Secretary

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\_\_\_\_\_  
Signature

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

**Title:**

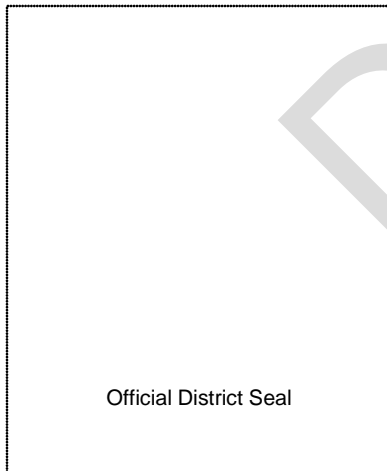
Chairman

Vice Chairman

*Recorded by Records Administrator*

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*Signature*

\_\_\_\_\_  
*Date*



Official District Seal