

*Scenic Terrace North
Community Development District*

Meeting Agenda

April 17, 2024

AGENDA

Scenic Terrace North

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

April 10, 2024

Board of Supervisors Meeting **Scenic Terrace North Community Development District**

Dear Board Members:

A Board of Supervisors Meeting of the **Scenic Terrace North Community Development District** will be held on **Wednesday, April 17, 2024 at 1:30 PM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/87897935635>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 878 9793 5635

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members (Seat #2, Seat #3, and Seat #4)
 - B. Consideration of Resolution 2024-02 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2024-03 Electing Officers
4. Approval of Minutes of the October 18, 2023 Board of Supervisors Meeting and November 7, 2023 Landowners' Meeting
5. Consideration of Resolution 2024-04 Approving the Proposed Fiscal Year 2024/2025 Budget (Suggested Date: July 17, 2024), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2024/2025 Budget and the Imposition of Operations and Maintenance Assessments
6. Consideration of Cost Share Agreement for Project Management Services—Infrastructure Improvements
7. Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
8. Ratification of 2024 Data Sharing and Usage Agreement with Polk County Property Appraiser
9. Ratification of EMMA Agreement

¹ Comments will be limited to three (3) minutes

10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

SECTION III

SECTION B

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER’S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which are attached hereto as **Exhibit A**, was held on November 7, 2023, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Daniel Arnette	Seat 2	Votes 104
Patricia Hudson	Seat 3	Votes 103
Rennie Heath	Seat 4	Votes 104

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

Daniel Arnette	4 Year Term
Rennie Heath	4 Year Term
Patricia Hudson	2 Year Term

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

[Signature page for Resolution 2024-02]

PASSED AND ADOPTED this 17th day of April 2024.

ATTEST:

**SCENIC TERRACE NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Scenic Terrace North Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

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

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

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

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>
Assistant Secretary	_____

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

PASSED AND ADOPTED this 17th day of April 2024.

ATTEST:

**SCENIC TERRACE NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
SCENIC TERRACE NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Scenic Terrace North Community Development District was held Wednesday, **October 18, 2023** at 1:33 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Daniel Arnette
Patricia Hudson
Chuck Cavaretta

Vice Chair
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Meredith Hammock
Chace Arrington *by Zoom*

District Manager, GMS
District Counsel, Kilinski Van Wyk Law
District Counsel, Kilinski Van Wyk Law
District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Four Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present at the meeting in person or via Zoom, so the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 16,
2023 Board of Supervisors Meeting**

Ms. Burns presented the minutes from the August 16, 2023 Board of Supervisors meeting and asked for any changes or corrections from the Board. The Board had no changes to the minutes and Ms. Burns asked for a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Minutes of the August 16, 2023 Board of Supervisors meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-01
Ratifying the Series 2023 Bonds**

Ms. Burns presented the resolution to the Board and gave a brief summary stating that they have closed on the issuant and this resolution ratifies, confirms, and approves all the actions taking by district officers and staff in coordination with the closing of that series of bonds. She offered to answer any questions the Board may have. Hearing no comments, Ms. Burns asked for a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, Resolution 2024-01 Ratifying the Series 2023 Bonds, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Disclosure of Public
Financing for Series 2023 Bonds**

Ms. Burns stated that this shows the development plans for those projects, that this is just a disclosure notice and asked for a motion of approval.

On MOTION by Mr. Cavaretta, seconded by Ms. Hudson, with all in favor, the Disclosure of Public Financing for Series 2023 Bonds, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Notice of Master
Assessments Lien**

Ms. Burns noted that the notice is included in the agenda package for Board review. She also stated that she assumes it has already been recorded so they are looking for a motion to ratify.

On MOTION by Ms. Hudson, seconded by Ms. Schwenk, with all in favor, Notice of Master Assessment Lien, was ratified.

SEVENTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2023 Audit
Services Engagement Letter**

Ms. Burns presented the engagement letter and stated that the Board previously awarded a three-year contract for auditing services. This is the renewal for that contract and the cost for the services is \$5,300.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Fiscal Year 2023 Audit Services Engagement Letter, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock stated she had nothing to report and offered to answer any questions for the Board. There being no comments, the next item followed.

B. Engineer

i. Consideration of Work Authorization 2024-01 to Provide District Engineering Services from Dewberry

Ms. Burns noted that this is the work authorization for general services for the upcoming year with the hourly rates attached. She asked if the Board had any questions. Hearing none, she asked for a motion of approval.

On MOTION by Ms. Schwenk, seconded by Ms. Hudson, with all in favor, Work Authorization 2024-01 to Provide District Engineering Services from Dewberry, was approved.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register to the Board which is included in the agenda package for review. The total is \$311.35, and she offered to answer any questions for the Board. Hearing none, she asked for a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financials were included in the agenda package for review and there was no action needed.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
SCENIC TERRACE NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners' meeting and Election of the Board of Supervisors of the Scenic Terrace North Community Development District was held Tuesday, **November 7, 2023** at 9:10 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present were:

Tricia Adams
Jill Burns
Lauren Gentry

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Ms. Burns stated that she had been provided with a proxy form authorizing Tricia Adams to cast votes on behalf of Highland Sumner, LLC authorizing her to cast 104 votes.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Burns stated we will go ahead and call to order the Landowner's meeting.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting Landowners' Meeting**

Ms. Burns was designated as the Chair for purposes of running the Landowner's meeting.

FOURTH ORDER OF BUSINESS

**Nominations for the Positions of
Supervisor**

Ms. Burns asked for nominations for the three seats up for election, Ms. Adams nominated Patricia Hudson for Seat 3, Daniel Arnette for Seat 2, and Rennie Heath for Seat 4.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Adams casted 104 votes for Daniel Arnette, 104 votes for Rennie Heath, and 103 votes for Patricia Hudson.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Ms. Burns stated that Mr. Heath and Mr. Arnette will serve four-year terms and Ms. Hudson will serve a two-year term.

SEVENTH ORDER OF BUSINESS **Landowners Questions and Comments**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS **Adjournment**

Ms. Burns stated at this time we will adjourn the landowners' meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Scenic Terrace North Community Development District (“**District**”) prior to June 15, 2024, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, FL 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: Wednesday, July 17, 2024
HOUR: 1:30 PM
LOCATION: 346 E. Central Ave.
Winter Haven, Florida 33880

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Haines City, Florida and Polk County at least 60 days prior to the hearing set above.

5. 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 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. 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.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17TH DAY OF APRIL 2024.

ATTEST:

**SCENIC TERRACE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Scenic Terrace North
Community Development District

Proposed Budget
FY 2025



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Scenic Terrace North
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 2/29/24	Projected Next 7 Months	Projected Thru 9/30/24	Proposed Budget FY2025
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Revenues

Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 408,710
Developer Contributions	\$ 233,954	\$ 25,000	\$ 71,891	\$ 96,891	\$ -
Total Revenues	\$ 233,954	\$ 25,000	\$ 71,891	\$ 96,891	\$ 408,710

Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 800	\$ 4,800	\$ 5,600	\$ 12,000
Engineering	\$ 15,000	\$ -	\$ 5,750	\$ 5,750	\$ 15,000
Attorney	\$ 25,000	\$ 3,646	\$ 14,583	\$ 18,230	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ 5,300	\$ 5,300	\$ 5,300
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ 2,083	\$ 2,917	\$ 5,000	\$ 5,250
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 36,750	\$ 15,313	\$ 21,438	\$ 36,750	\$ 40,000
Information Technology	\$ 1,800	\$ 750	\$ 1,050	\$ 1,800	\$ 1,890
Website Maintenance	\$ 1,200	\$ 500	\$ 700	\$ 1,200	\$ 1,260
Postage & Delivery	\$ 1,000	\$ 17	\$ 583	\$ 600	\$ 1,000
Insurance	\$ 5,913	\$ 5,590	\$ -	\$ 5,590	\$ 6,800
Printing & Binding	\$ 1,000	\$ -	\$ 583	\$ 583	\$ 500
Legal Advertising	\$ 10,000	\$ 996	\$ 5,833	\$ 6,830	\$ 2,500
Other Current Charges	\$ 5,000	\$ 193	\$ 2,917	\$ 3,110	\$ 2,500
Office Supplies	\$ 625	\$ 8	\$ 365	\$ 373	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 133,954	\$ 30,072	\$ 66,819	\$ 96,891	\$ 129,291

Operations & Maintenance

Field Services

Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 4,500
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 3,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Contingency	\$ 75,000	\$ -	\$ -	\$ -	\$ 5,000
Subtotal Field Expenses	\$ 75,000	\$ -	\$ -	\$ -	\$ 136,000

Scenic Terrace North
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 2/29/24	Projected Next 7 Months	Projected Thru 9/30/24	Proposed Budget FY2025	
Amenity Expenses						
Playground Lease	\$ 25,000	\$ -	\$ -	\$ -	\$ 36,500	
Interlocal Amenity Agreement	\$ -	\$ -	\$ -	\$ -	\$ 56,919	
Subtotal Amenity Expenses	\$ 25,000	\$ -	\$ -	\$ -	\$ 93,419	
Total Operations & Maintenance:	\$ 100,000	\$ -	\$ -	\$ -	\$ 229,419	
<i>Other Financing Sources/(Uses):</i>						
Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ 50,000	
Total Expenditures	\$ 233,954	\$ 30,072	\$ 66,819	\$ 96,891	\$ 408,710	
Excess Revenues/(Expenditures)	\$ -	\$ (5,072)	\$ 5,072	\$ -	\$ -	
Product	Units	ERU/Unit	Total ERU's	Net Assessment	Net Per Unit (7%)	Gross Per Unit
Platted Lots	429	1.00	429	\$408,709.95	\$952.70	\$1,024.41
Total ERU's	429		429	\$408,709.95		

Scenic Terrace North

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

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

Engineering

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

Attorney

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

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Scenic Terrace North

Community Development District

General Fund Budget

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Postage & Delivery

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

Insurance

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

Copies

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

Legal Advertising

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

Contingencies

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

Office Supplies

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

Dues, Licenses & Subscriptions

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

Scenic Terrace North Community Development District General Fund Budget

Operations & Maintenance:

Field Expenses

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Scenic Terrace North Community Development District General Fund Budget

Amenity Expenses

Playground Lease

Represents the cost of the District leasing playground equipment for the fiscal year.

Interlocal Amenity Agreement – Scenic Terrace South CDD

The District entered into an Interlocal Agreement with Scenic Terrace South Community Development District (CDD) for the use of their amenity facilities. This cost is based on the overall amenity budget of Scenic Terrace South CDD.

Other Financing Sources/(Uses)

Capital Reserve

Represents projected transfer out to the Capital Projects fund.

Scenic Terrace North

Community Development District

Proposed Budget Debt Service Fund Series 2023

Description	Adopted Budget FY2024	Actuals Thru 2/29/24	Projected Next 7 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 939,749
Assessments - Direct	\$ -	\$ -	\$ 386,956	\$ 386,956	\$ -
Interest Income	\$ -	\$ 27,338	\$ 38,273	\$ 65,612	\$ 32,806
Carry Forward Surplus	\$ -	\$ 487,995	\$ -	\$ 487,995	\$ 452,568
Total Revenues	\$ -	\$ 515,333	\$ 425,230	\$ 940,563	\$ 1,425,123
Expenses					
Interest- 11/01	\$ -	\$ -	\$ -	\$ -	\$ 386,956
Principal - 05/01	\$ -	\$ -	\$ -	\$ -	\$ 170,000
Interest - 05/01	\$ -	\$ -	\$ 487,995	\$ 487,995	\$ 386,956
Total Expenditures	\$ -	\$ -	\$ 487,995	\$ 487,995	\$ 943,913
Excess Revenues/(Expenditures)	\$ -	\$ 515,333	\$ (62,765)	\$ 452,568	\$ 481,210

*Carry forward less amount in Reserve funds.

Series 2023
Interest - 11/01/25 **\$382,600**

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Single Family - 40'	41	\$116,757	\$2,847.73	\$3,062.07
Single Family - 50'	289	\$822,993	\$2,847.73	\$3,062.07
Total ERU's	330	\$939,749		

Scenic Terrace North
Community Development District
Series 2023 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/24	\$ 13,000,000.00	\$ -	\$ 487,994.83	
11/01/24	\$ 13,000,000.00	\$ -	\$ 386,956.25	\$ 874,951.08
05/01/25	\$ 13,000,000.00	\$ 170,000.00	\$ 386,956.25	
11/01/25	\$ 12,830,000.00	\$ -	\$ 382,600.00	\$ 939,556.25
05/01/26	\$ 12,830,000.00	\$ 175,000.00	\$ 382,600.00	
11/01/26	\$ 12,655,000.00	\$ -	\$ 378,115.63	\$ 935,715.63
05/01/27	\$ 12,655,000.00	\$ 185,000.00	\$ 378,115.63	
11/01/27	\$ 12,470,000.00	\$ -	\$ 373,375.00	\$ 936,490.63
05/01/28	\$ 12,470,000.00	\$ 195,000.00	\$ 373,375.00	
11/01/28	\$ 12,275,000.00	\$ -	\$ 368,378.13	\$ 936,753.13
05/01/29	\$ 12,275,000.00	\$ 205,000.00	\$ 368,378.13	
11/01/29	\$ 12,070,000.00	\$ -	\$ 363,125.00	\$ 936,503.13
05/01/30	\$ 12,070,000.00	\$ 215,000.00	\$ 363,125.00	
11/01/30	\$ 11,855,000.00	\$ -	\$ 357,615.63	\$ 935,740.63
05/01/31	\$ 11,855,000.00	\$ 230,000.00	\$ 357,615.63	
11/01/31	\$ 11,625,000.00	\$ -	\$ 350,859.38	\$ 938,475.00
05/01/32	\$ 11,625,000.00	\$ 245,000.00	\$ 350,859.38	
11/01/32	\$ 11,380,000.00	\$ -	\$ 343,662.50	\$ 939,521.88
05/01/33	\$ 11,380,000.00	\$ 260,000.00	\$ 343,662.50	
11/01/33	\$ 11,120,000.00	\$ -	\$ 336,025.00	\$ 939,687.50
05/01/34	\$ 11,120,000.00	\$ 275,000.00	\$ 336,025.00	
11/01/34	\$ 10,845,000.00	\$ -	\$ 327,946.88	\$ 938,971.88
05/01/35	\$ 10,845,000.00	\$ 290,000.00	\$ 327,946.88	
11/01/35	\$ 10,555,000.00	\$ -	\$ 319,428.13	\$ 937,375.00
05/01/36	\$ 10,555,000.00	\$ 310,000.00	\$ 319,428.13	
11/01/36	\$ 10,245,000.00	\$ -	\$ 310,321.88	\$ 939,750.00
05/01/37	\$ 10,245,000.00	\$ 325,000.00	\$ 310,321.88	
11/01/37	\$ 9,920,000.00	\$ -	\$ 300,775.00	\$ 936,096.88
05/01/38	\$ 9,920,000.00	\$ 345,000.00	\$ 300,775.00	
11/01/38	\$ 9,575,000.00	\$ -	\$ 290,640.63	\$ 936,415.63
05/01/39	\$ 9,575,000.00	\$ 365,000.00	\$ 290,640.63	
11/01/39	\$ 9,210,000.00	\$ -	\$ 279,918.75	\$ 935,559.38
05/01/40	\$ 9,210,000.00	\$ 390,000.00	\$ 279,918.75	
11/01/40	\$ 8,820,000.00	\$ -	\$ 268,462.50	\$ 938,381.25
05/01/41	\$ 8,820,000.00	\$ 415,000.00	\$ 268,462.50	
11/01/41	\$ 7,965,000.00	\$ -	\$ 256,271.88	\$ 939,734.38
05/01/42	\$ 7,965,000.00	\$ 440,000.00	\$ 256,271.88	
11/01/42	\$ 7,500,000.00	\$ -	\$ 243,346.88	\$ 939,618.75
05/01/43	\$ 7,500,000.00	\$ 465,000.00	\$ 243,346.88	
11/01/43	\$ 7,500,000.00	\$ -	\$ 229,687.50	\$ 938,034.38
05/01/44	\$ 7,500,000.00	\$ 495,000.00	\$ 229,687.50	
11/01/44	\$ 7,005,000.00	\$ -	\$ 214,528.13	\$ 939,215.63
05/01/45	\$ 7,005,000.00	\$ 525,000.00	\$ 214,528.13	
11/01/45	\$ 6,480,000.00	\$ -	\$ 198,450.00	\$ 937,978.13
05/01/46	\$ 6,480,000.00	\$ 555,000.00	\$ 198,450.00	
11/01/46	\$ 5,925,000.00	\$ -	\$ 181,453.13	\$ 934,903.13
05/01/47	\$ 5,925,000.00	\$ 590,000.00	\$ 181,453.13	
11/01/47	\$ 5,335,000.00	\$ -	\$ 163,384.38	\$ 934,837.50
05/01/48	\$ 5,335,000.00	\$ 630,000.00	\$ 163,384.38	
11/01/48	\$ 4,705,000.00	\$ -	\$ 144,090.63	\$ 937,475.00
05/01/49	\$ 4,705,000.00	\$ 670,000.00	\$ 144,090.63	
11/01/49	\$ 4,035,000.00	\$ -	\$ 123,571.88	\$ 937,662.50
05/01/50	\$ 4,035,000.00	\$ 710,000.00	\$ 123,571.88	
11/01/50	\$ 3,325,000.00	\$ -	\$ 101,828.13	\$ 935,400.00
05/01/51	\$ 3,325,000.00	\$ 755,000.00	\$ 101,828.13	
11/01/51	\$ 2,570,000.00	\$ -	\$ 78,706.25	\$ 935,534.38
05/01/52	\$ 2,570,000.00	\$ 805,000.00	\$ 78,706.25	
11/01/52	\$ 1,765,000.00	\$ -	\$ 54,053.13	\$ 937,759.38
05/01/53	\$ 1,765,000.00	\$ 855,000.00	\$ 54,053.13	
11/01/53	\$ 910,000.00	\$ -	\$ 27,868.75	\$ 936,921.88
05/01/54	\$ 910,000.00	\$ 910,000.00	\$ 27,868.75	\$ 937,868.75
		\$ 13,000,000.00	\$ 15,998,888.58	\$ 28,998,888.58

SECTION VI

COST SHARE AGREEMENT BETWEEN SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT AND HIGHLAND SUMNER, LLC FOR PROJECT MANAGEMENT SERVICES - INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT (“Agreement”) is made and entered into as of this ___ day of April 2024, by and between:

SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida and unincorporated Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

HIGHLAND SUMNER, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Developer” and, together with the District, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the City Commission of Haines City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer has entered into that certain *Agreement By and Between the Scenic Terrace North Community Development District and Highland Sumner, LLC Regarding the Completion of Certain Improvements dated September 14, 2023*, (the “Completion Agreement”), whereby Developer is obligated to complete or cause to be completed the Series 2023 Project, as defined therein; and

WHEREAS, Developer is the primary developer of certain lands within the District (“District Lands”) that are subject to the Series 2023 Special Assessments securing the Series 2023 Bonds, as each are defined in the District’s Master Trust Indenture, Second Supplemental Trust Indenture (together, the “Trust Indenture”) and the Completion Agreement; and

WHEREAS, the Developer, pursuant to Section 2(b) of the Completion Agreement, is authorized to enter in contracts necessary to fulfill its obligations under the Completion Agreement; and

WHEREAS, Developer has entered into an agreement with **Lennar Homes, LLC**, to perform certain homesite development and management obligations (“Homesite Development Obligations”), related to the lands located within the District Lands that, in addition to Developer’s obligations under the Completion Agreement, include costs related to homesite improvements (“Developer Project Management Costs”); and

WHEREAS, the District has entered into an agreement with Tucker Paving, Inc. (the “Contractor”), for *Scenic Terrace North CDD – Master Infrastructure Improvements & SR17 Offsite Roadway Improvements (Turn Lane Construction)*, dated November 30, 2023 (the “Construction Contract”); and

WHEREAS, Developer has a need for project management services related to delivery of its Homesite Development Obligations and matters related to its Completion Agreement obligations and the District has a need for project management services related to its Construction Contract; and

WHEREAS, to avoid duplication of efforts and to allow for the efficient administration of onsite construction services for the District and the Developer, the District hereby finds it is in the best interest of the District to coordinate with the Developer on the joint use of a project management firm to oversee both projects and share the costs by the District for the portion of the work attributable to oversight of the Construction Contract, which is entirely comprised of public infrastructure improvements; and

WHEREAS, Developer and Project Manager (hereinafter defined), each acknowledges it has received a copy of the Construction Contract and is fully advised of the terms and conditions contained in the Construction Contract and the plans and exhibits attached thereto; and

WHEREAS, the Developer has retained Cassidy Land Development, LLC (the “Project Manager”), to oversee the completion of the Homesite Development Obligations and desires to enter into this Cost Share Agreement to aid the District in its need for a Project Manager and is willing to allow use of its Project Manager so long as the District participates in its share of the costs of the Project Manager for services directly provided to the District relating to the Construction Contract (the “District Project Management Costs”); and

WHEREAS, the Developer warrants and confirms that Project Manager has the proper knowledge and experience to perform the duties and responsibilities required to act as Project Manager and to provide project management services and further represents that the Project Manager will provide, and is qualified to provide, at the minimum, the scope of services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Developer understands and agrees that the District Project Management Costs may only be partially funded by the Series 2023 Bond proceeds and that any remaining District Project Management Costs will be funded by the Developer under the Completion Agreement; and

WHEREAS, Developer consents to the payment of the District Project Management Costs directly to the Project Manager, subject to review and approval by the District’s Engineer, Dewberry Engineers, Inc. (the “Engineer”), the Developer, and Governmental Management Services – Central Florida LLC (the “District Manager”), and only pursuant to a properly executed requisition in the form and substance required by the Series 2023 Bond documents; and

WHEREAS, the Developer is solely responsible for the costs of the work related to the Homesite Development Obligations; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for Project Management Costs as well as certain other matters addressed herein.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. COST ALLOCATION.

- 2.1 Developer Project Manager Costs. Developer shall pay all Project Manager relates costs, fees and expenses related to Developer Project Management Costs not associated with the Construction Contract. No payment shall be made by the District for such costs.
- 2.2 District Project Management Costs. District shall pay the District Project Management Costs associated with the Construction Contract. Payment shall be made in accordance with Sections 2 and 3 herein. The District's obligation for payment shall be subject to the approval of the District's Engineer who shall determine the reasonable cost attributable to Project Manager's work. Any dispute of the Engineer's determination shall be resolved in accordance with Section 2.3, below. Payment shall be made in accordance with Sections 3 and 4 herein. To the extent the District no longer has proceeds available from the issuance of its Series 2023 Bonds, Developer shall pay all remaining amounts due to Project Manager pursuant to the Completion Agreement. Further, District shall only pay certifiable and reasonable costs of the Project Manager, as evidenced by review of its District Engineer and based on similar projects in and around the Central Florida market.
- 2.3 Dispute of Engineer's Determination. Should either the District or Developer dispute the Engineer's determination of costs attributable to the Project Manager's work in accordance with Section 2.1 or Section 2.2, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy-two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third-party engineer to review the Project Manager's work and the engineer's determination of costs. The independent third-party engineer may, upon the written consent of both Parties hereto, secure its own estimates of reasonable costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third-party engineer. In such event, the fees and costs of the independent third-party engineer shall be equally divided between the Parties hereto. Nothing contained in this

Section 2.3 shall give Developer the right to dispute the scope of the Project Manager's work to the extent such scope is determined in accordance with the Construction Contract. Further, nothing herein shall obligate the District to pay any portion of costs associated with the Homesite Developer's Obligations or the Project Manager costs related thereto.

Should the independent third-party engineer determine that all or a portion of the disputed Project Manager's costs were incorrectly allocated, the party determined by the independent third-party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

SECTION 3. PAYMENT OF COSTS. Subject to the provisions of Section 4 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Series 2023 Project, the Parties shall pay for the Project Manager's costs in accordance with the following schedule: Within fifteen (15) business days from the receipt of an application for payment certified by the Developer, Project Manager, the District Manager or his designee shall prepare a requisition and forward the requisition to the Engineer and the Chair of the District's Board of Supervisors for execution and return to the District Manager. Within five (5) business days of receipt of the fully executed requisition, the District Manager or his/her designee shall transmit the fully executed requisition to the District Trustee, as defined in the Trust Indenture, for payment, as may be applicable. In the event there are no Series 2023 Bonds proceeds available, the District shall send the Developer a written invoice for the District Project Management Costs pursuant to this Agreement and the Completion Agreement.

SECTION 4. FINAL PAYMENT.

- 4.1 Release of Lien. Before the District makes Final Payment as defined below, the Developer shall provide District with a certificate from the Project Manager that, to the best of his/her knowledge, Contractor's work has been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Applicable inspection reports and warranty documentation shall accompany such certificate. The District shall have the right to rely on such certifications by the Project Manager.
- 4.2. Final Payment. "Final Payment" shall be defined as the final payment made to the Developer or the Project Manager by the District after the Contractor has satisfactorily completed all work identified in the Final Inspection, as provided in the Construction Contract. Project Manager shall be responsible for review and enforcement of the Construction Contract.

SECTION 5. INSURANCE. Developer and Project Manager shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

The District, and each of its supervisors, officers, employees, and professional staff shall be named as additional insureds. The Developer and Project Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Developer hereby further recognizes Polk County may also require a certificate naming Polk County as an additional insured party and agrees, upon request of the District, to issue a certificate covering the same. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 6. INDEMNIFICATION.

- 6.1 Developer and Project Manager agree to defend, indemnify, and hold harmless the District and its officers, supervisors, professional staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Project Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Developer to indemnify the District for the District's percentage of regardless of whether the District is adjudged to be more than 50% at fault for any claims against the District and Developer as jointly liable parties; however, Project Manager shall indemnify the District for any and all percentage of fault attributable to Project Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Project Manager further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

- 6.2 Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy

proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Developer and Project Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Developer or Project Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Project Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 10. NEGOTIATION AT ARM'S LENGTH. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either the District or Developer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. TERMINATION. The District and the Developer each shall have the right to terminate this Agreement immediately at any time due to Project Manager's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. In the event either party terminates this Agreement, Developer agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the

Parties shall account to each other with respect to all matters outstanding as of the date of termination. Further, termination shall not serve to release Developer from its Completion Agreement obligations and the District shall in no event be liable to any Party for payment of Developer-related costs, fees or expenses, including costs related to the Project Manager.

SECTION 13. INDEPENDENT CONTRACTOR STATUS. The Developer, Project Manager and District agree that Developer and Project Manager are and shall remain at all times independent contractors and shall not in any way claim or be considered an agent or employee of the District. Developer and Project Manager shall each be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the pool and amenity facilities maintenance contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 15. AMENDMENT. 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 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

(a) If to the District: Scenic Terrace North CDD
c/o Governmental Management Services – Central Florida
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Roy Van Wyk

(b) If to Developer: Highland Sumner, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Warren K. (Rennie) Heath, II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW

Winter Haven, Florida 33880
Attn: Richard E. Straughn

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

SECTION 18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition 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.

SECTION 19. ASSIGNMENT. Developer may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Developer without the prior written approval of the District are void.

SECTION 20. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be in Polk County, Florida.

SECTION 21. EFFECTIVE DATE AND TERM. This Agreement shall become effective as of the date set forth in the Notice to Proceed to Contractor under the Construction Contract and shall remain in effect unless otherwise terminated earlier in accordance with Section 12, above.

SECTION 22. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Additionally, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

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

SECTION 25. PUBLIC RECORDS. Developer and Project Manager understand and agree that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer and Project Manager agree to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Project Manager acknowledges that the designated public records custodian for the District is **Jill Burns** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Project Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Project Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Developer and Project Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer and Project Manager, Developer and Project Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF DEVELOPER OR PROJECT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE PROJECT MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 26. CONFLICTS. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

SECTION 27. E-VERIFY. The Developer and Project Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Project Manager shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees and shall

comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Project Manager has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Project Manager represents that no public employer has terminated a contract with the Project Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. EFFECT ON OTHER AGREEMENTS. The Parties recognize that there are other agreements between the Parties regarding the construction and completion of the Project and the District's issuance of the Series 2023 Bonds. Nothing in this Agreement shall act to modify Developer's duties and obligations under any other such agreement, document, or certificate as a result of entering into this Agreement.

SECTION 29. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[Signature Page Follows]

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

ATTEST:

**SCENIC TERRACE NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Lauren Schwenk
Vice Chairperson, Board of Supervisors

WITNESS:

HIGHLAND SUMNER, LLC,
a Florida limited liability company

[Print Name]

Warren K. (Rennie) Heath, II, as Manager of
Heath Construction and Management, LLC

ACKNOWLEDGED BY:

CASSIDY LAND DEVELOPMENT, LLC
a Florida limited liability company

By: _____
Its: _____

Exhibit A: Duties and Specifications

EXHIBIT A

SCOPE OF SERVICES

1. DUTIES.

The Project Manager shall perform the following services in conjunction with the Agreement entitled *Scenic Terrace North CDD – Master Infrastructure Improvements & SR17 Offsite Roadway Improvements (Turn Lane Construction)*, dated November 30, 2023 (“Project”).

(a) To assist the District in directing and scheduling the installation of the following public infrastructure for the following tasks:

1. Earthwork and Grading
2. Roadways
3. Utilities
 - i. Water Distribution
 - ii. Sanitary Sewer
 - iii. Potable Water Distribution System
 - iv. Pump Station
4. Stormwater Sewer
5. Landscape and Irrigation
6. Acquire all final acceptance letters required for submittal
7. Receiving all as-builts and warranties from Site Contractor(s)

(b) Review improvements to ensure the following construction milestones are properly adhered to and met on schedule and on budget:

1. Commence Mass Grading
2. Substantial Completion – Mass Grading
3. Certification of Completion – Mass Grading
4. Commence Offsite Road Work
5. Substantial Completion – Offsite Road Work
6. Certification of Completion – Offsite Road Work

(c) Coordinate with the Engineer and Contractor to facilitate the completion of the Project pursuant to the terms of the Construction Contract, including on time and within budget.

(d) Coordinate with the District Engineer to ensure all construction activities are performed in accordance with Polk County, FDOT and applicable utility and regulatory requirements, and to ensure construction of improvements is in accordance with the plans, specifications, and required standards for the Project.

(e) Ensure the Contractor is providing a safe work zone for the public.

(f) Ensure the Contractor is coordinating testing by an independent laboratory, acceptable to Polk County and/or FDOT, as applicable, in accordance with Polk County Engineering Services Department and/or FDOT's testing specifications, as applicable, for construction of roads, storm water drainage, and utilities, as applicable and is reporting any failed tests immediately to the Polk County Engineer and/or FDOT, as applicable, and for providing all test reports on a quarterly basis to the Polk County Engineer and/or FDOT, as applicable.

(g) Ensure that the Engineer prepares its certification that all designs, permits, and construction activities for the Project are in substantial conformance with the standards established by the FDOT pursuant to Section 336.056, *Florida Statutes*, and by Polk County, as applicable.

(h) Ensure Engineer provides Polk County and/or FDOT, as applicable, copies of all design drawings, as-build drawings, and permits received for the Project.

(i) Ensure, through the District's Contractor, that it has provided the required Certificates of Insurance and certified true and exact copies of all insurance policies to Polk County and/or FDOT, as applicable prior to the Project commencing and is obtaining direct purchase orders in compliance with Department of Revenue Rules.

(j) Coordinate with the Engineer, who are together responsible for monitoring the Construction Contract on a regular basis to ensure contract compliance, summarizing the results of the monitoring efforts in written reports, and submitting the reports to Polk County with documented evidence of follow-up actions taken to correct areas of noncompliance.

(k) Review, with the Engineer, monthly pay requisitions to ensure timely submission and accuracy.

(l) With the Engineer, accept and inspect all materials purchased by the District through the Owner-Direct Purchase Program for incorporation into the Project.

(m) Respond to field questions and document changes or clarifications as needed to the Contractor, District, and Polk County.

(n) Coordinate with the Engineer to ensure the pricing for any change orders is in accordance with the Contractor's schedule of values.

SECTION VII

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 31, 2024 by and between the Scenic Terrace North Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Scenic Terrace North Community Development District.
3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 12, 2024**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 13, 2024** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

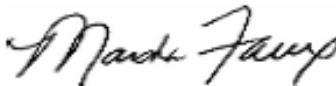
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION VIII



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2024 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the Scenic Terrace North Community Development District hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.


The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:


1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2024**, and shall run until **December 31, 2024**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: 
 Print: Marsha M. Faux CFA, ASA
 Title: Polk County Property Appraiser
 Date: December 1, 2023

Agency: DocuSigned by: Scenic Terrace North CDD
 Signature: 
 Print: 8215FA2B8FB744A... Rennie Heath
 Title: Chairman
 Date: 1/12/2024

SECTION IX

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Scenic Terrace North Community Development District** (the "**District**") on behalf of itself, and its Dissemination Agent as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of the last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of municipal bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at dtsmuni.com, both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee and all Obligated Persons, a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. Utilizing the Portal, DTS will provide annual and quarterly notices of reporting deadlines to each Obligated Person utilizing the Portal prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs. The Portal will also provide electronic links to each Obligated Person that will allow for the District and other Obligated Persons to input all the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). DTS warrants that the Portal and the Formatted Information will be fully compliant with the requirements of the CDA and be free from material defects. In the event the Portal or the collection of the Formatted Information fails to operate as represented, or is inoperable, the District shall be entitled to a full refund of any annual fees paid for the fiscal year in which the Portal is utilized by the District. Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one (1) year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable. The Licensor may request additional fees hereunder upon thirty (30) days written notice to Licensee prior to the annual renewal date. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Scenic Terrace North Community Development District

Disclosure Technology Services, LLC

DocuSigned by:
Rennie Heath

By: 8215FA2B8FB744A...
Print: Rennie Heath
Title: Chairman
Date: 11/28/2023

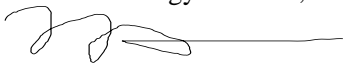
By: 
Print: Michael Klurman
Title: Vice President
Date: 11-21-2023

Exhibit A – Fee Schedule

Annual License Fee:

1. Year 1 - \$1,500 at Bond Closing to be paid from issuance cost budget (and was set aside)
2. After Year 1, \$1500 per annum per bond issuance, not to exceed \$5,000 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O Government Management Services Central Florida, LLC 219 E. Livingston St, Orlando, FL 32801.

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

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, DTS represents that no public employer has terminated a contract with DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

CONTROLLING LAW AND VENUE. The Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION X

SECTION C

SECTION 1

Scenic Terrace North Community Development District

Summary of Check Register

December 7, 2023 through March 3, 2024

Fund	Date	Check No.'s	Amount
General Fund	1/2/24	138-139	\$ 9,548.57
	1/18/24	140-141	\$ 5,355.68
	2/20/24	142-143	\$ 3,907.68
Total Amount			\$ 18,811.93

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/02/24	00001	11/01/23	29	202311	310-51300-34000				MANAGEMENT FEES NOV 23	*	3,062.50		
		11/01/23	29	202311	310-51300-35200				WEBSITE ADMIN NOV 23	*	100.00		
		11/01/23	29	202311	310-51300-35100				INFORMATION TECH NOV 23	*	150.00		
		11/01/23	29	202311	310-51300-51000				OFFICE SUPPLIES NOV 23	*	2.95		
		11/01/23	29	202311	310-51300-42000				POSTAGE NOV 23	*	9.45		
		12/01/23	30	202312	310-51300-34000				MANAGEMENT FEES DEC 23	*	3,062.50		
		12/01/23	30	202312	310-51300-35200				WEBSITE ADMIN DEC 23	*	100.00		
		12/01/23	30	202312	310-51300-35100				INFORMATION TECH DEC 23	*	150.00		
		12/01/23	30	202312	310-51300-51000				OFFICE SUPPLIES DEC 23	*	2.56		
		12/01/23	30	202312	310-51300-42000				POSTAGE DEC 23	*	1.26		
GOVERNMENTAL MANAGEMENT SERVICES											6,641.22	000138	
1/02/24	00004	11/16/23	8041	202310	310-51300-31500				GENERAL COUNSEL OCT 23	*	2,111.58		
		12/16/23	8235	202311	310-51300-31500				GENERAL COUNSEL NOV 23	*	795.77		
KILINSKI/VAN WYK, PLLC											2,907.35	000139	
1/18/24	00001	1/01/24	31	202401	310-51300-34000				MANAGEMENT FEES JAN 24	*	3,062.50		
		1/01/24	31	202401	310-51300-35200				WEBSITE ADMIN JAN 24	*	100.00		
		1/01/24	31	202401	310-51300-35100				INFORMATION TECH JAN 24	*	150.00		
		1/17/24	32	202310	310-51300-31300				DISSEMINATION OCT 23	*	416.67		
		1/17/24	32A	202311	310-51300-31300				DISSEMINATION NOV 23	*	416.67		
		1/17/24	32B	202312	310-51300-31300				DISSEMINATION DEC 23	*	416.67		
		1/17/24	32C	202401	310-51300-31300				DISSEMINATION JAN 24	*	416.67		
GOVERNMENTAL MANAGEMENT SERVICES											4,979.18	000140	
1/18/24	00004	1/12/24	8505	202312	310-51300-31500				GENERAL COUNSEL DEC 23	*	376.50		
KILINSKI/VAN WYK, PLLC											376.50	000141	
STNO SCENIC TERRACE ZYAN													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/20/24	00001	2/01/24	33	202402 310-51300-34000	MANAGEMENT FEES FEB 24	*	3,062.50		
		2/01/24	33	202402 310-51300-35200	WEBSITE ADMIN FEB 24	*	100.00		
		2/01/24	33	202402 310-51300-35100	INFORMATION TECH FEB 24	*	150.00		
		2/01/24	33	202402 310-51300-31300	DISSEMINATION SVCS FEB 24	*	416.67		
		2/01/24	33	202402 310-51300-51000	OFFICE SUPPLIES FEB 24	*	.27		
		2/01/24	33	202402 310-51300-42000	POSTAGE FEB 24	*	5.74		
GOVERNMENTAL MANAGEMENT SERVICES								3,735.18	000142
2/20/24	00004	2/09/24	8709	202401 310-51300-31500	GENERAL COUNSEL JAN 24	*	172.50		
KILINSKI/VAN WYK, PLLC								172.50	000143
TOTAL FOR BANK A							18,811.93		
TOTAL FOR REGISTER							18,811.93		

STNO SCENIC TERRACE ZYAN

SECTION 2

Scenic Terrace North
Community Development District

Unaudited Financial Reporting
February 29, 2024



Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Debt Service Fund Series 2023
4	<hr/>	Capital Projects Fund Series 2023
5	<hr/>	Month to Month
6	<hr/>	Long Term Debt Schedule

Scenic Terrace North
Community Development District
Combined Balance Sheet
February 29, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 11,346	\$ -	\$ -	\$ 11,346
Investments:				
Series 2022				
Reserve	\$ -	\$ 939,750	\$ -	\$ 939,750
Revenue	\$ -	\$ 27,338	\$ -	\$ 27,338
Interest	\$ -	\$ 487,995	\$ -	\$ 487,995
Construction	\$ -	\$ -	\$ 890,872	\$ 890,872
Cost of Issuance	\$ -	\$ -	\$ 3,947	\$ 3,947
Total Assets	\$ 11,346	\$ 1,455,083	\$ 894,820	\$ 2,361,249
Liabilities:				
Accounts Payable	\$ 190	\$ -	\$ -	\$ 190
Retainage Payable	\$ -	\$ -	\$ 32,946	\$ 32,946
Total Liabilities	\$ 190	\$ -	\$ 32,946	\$ 33,136
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 1,455,083	\$ -	\$ 1,455,083
Capital Projects	\$ -	\$ -	\$ 861,874	\$ 861,874
Unassigned	\$ 11,156	\$ -	\$ -	\$ 11,156
Total Fund Balances	\$ 11,156	\$ 1,455,083	\$ 861,874	\$ 2,328,113
Total Liabilities & Fund Balance	\$ 11,346	\$ 1,455,083	\$ 894,820	\$ 2,361,249

Scenic Terrace North
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Developer Contributions	\$ 233,954	\$ 25,000	\$ 25,000	\$ -
Total Revenues	\$ 233,954	\$ 25,000	\$ 25,000	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 800	\$ 4,200
Engineering	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Attorney	\$ 25,000	\$ 10,417	\$ 3,646	\$ 6,770
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 2,083	\$ 2,083	\$ -
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -
Management Fees	\$ 36,750	\$ 15,313	\$ 15,313	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Postage & Delivery	\$ 1,000	\$ 417	\$ 17	\$ 400
Insurance	\$ 5,913	\$ 5,913	\$ 5,590	\$ 323
Printing & Binding	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ 996	\$ 3,170
Other Current Charges	\$ 5,000	\$ 2,083	\$ 193	\$ 1,890
Office Supplies	\$ 625	\$ 260	\$ 8	\$ 252
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 133,954	\$ 53,744	\$ 30,072	\$ 23,672
<u>Operations & Maintenance</u>				
Playground Lease	\$ 25,000	\$ 10,417	\$ -	\$ 10,417
Field Contingency	\$ 75,000	\$ 31,250	\$ -	\$ 31,250
Total Operations & Maintenance:	\$ 100,000	\$ 41,667	\$ -	\$ 41,667
Total Expenditures	\$ 233,954	\$ 95,411	\$ 30,072	\$ 65,339
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (5,072)	
Fund Balance - Beginning	\$ -		\$ 16,229	
Fund Balance - Ending	\$ -		\$ 11,156	

Scenic Terrace North

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual		Variance
	Budget	Thru 02/29/24	Thru 02/29/24		
Revenues:					
Interest	\$ -	\$ -	\$ 27,338	\$	27,338
Total Revenues	\$ -	\$ -	\$ 27,338	\$	27,338
Expenditures:					
<i>Series 2023</i>					
Interest - 11/1	\$ -	\$ -	\$ -	\$	-
Principal - 5/1	\$ -	\$ -	\$ -	\$	-
Interest - 5/1	\$ -	\$ -	\$ -	\$	-
Total Expenditures	\$ -	\$ -	\$ -	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 27,338		
Fund Balance - Beginning	\$ -		\$ 1,427,745		
Fund Balance - Ending	\$ -		\$ 1,455,083		

Scenic Terrace North

Community Development District

Capital Projects Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual		Variance
	Budget	Thru 02/29/24	Thru 02/29/24		
Revenues:					
Interest	\$ -	\$ -	\$ 141,834	\$	141,834
Total Revenues	\$ -	\$ -	\$ 141,834	\$	141,834
Expenditures:					
Capital Outlay - Construction	\$ -	\$ -	\$ 8,773,219	\$	(8,773,219)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 1,500	\$	(1,500)
Total Expenditures	\$ -	\$ -	\$ 8,774,719	\$	(8,774,719)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (8,632,886)		
Fund Balance - Beginning	\$ -		\$ 9,494,759		
Fund Balance - Ending	\$ -		\$ 861,874		

Scenic Terrace North
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Boundary Amendment Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 2,112	\$ 796	\$ 377	\$ 173	\$ 190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,646
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,313
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Postage & Delivery	\$ 1	\$ 9	\$ 1	\$ -	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17
Insurance	\$ 5,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,590
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 996
Other Current Charges	\$ 38	\$ 39	\$ 39	\$ 38	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193
Boundary Amendment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 3	\$ 3	\$ 3	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 13,443	\$ 4,576	\$ 4,148	\$ 3,940	\$ 3,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,072
Operations & Maintenance													
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 13,443	\$ 4,576	\$ 4,148	\$ 3,940	\$ 3,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,072
Excess (Deficiency) of Revenues over Expenditures	\$ (13,443)	\$ 20,424	\$ (4,148)	\$ (3,940)	\$ (3,965)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,072)

SCENIC TERRACE NORTH

Community Development District

Long Term Debt Report

SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	5.125%, 5.875%, 6.125%	
MATURITY DATE:	5/1/2054	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$939,750	
RESERVE FUND BALANCE	\$939,750	
BONDS OUTSTANDING - 05/01/24		\$13,000,000
CURRENT BONDS OUTSTANDING		\$13,000,000