

**SIMMONS
VILLAGE NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

May 7, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Simmons Village North Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

April 30, 2025

Board of Supervisors

Simmons Village North Community Development District

Dear Board Members:

The Board of Supervisors of the Simmons Village North Community Development District will hold a Regular Meeting on May 7, 2025 at 10:00 a.m., at the Pulte Office, 2662 S. Falkenburg Road, Riverview, Florida 33578. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
4. Consideration of Resolution 2025-02, Declaring a Vacancy in Seat 3, Seat 4 and Seat 5 of the Board of Supervisors; and Providing an Effective Date
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 202_*
 - Administration of Oath of Office (*the following will also be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
6. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 202_*
 - Administration of Oath of Office

ATTENDEES:

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

NOTE: Meeting Time

7. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 202_*
 - Administration of Oath of Office
8. Consideration of Resolution 2025-03, Electing and Removing Officers of the District, and Providing for an Effective Date
9. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
10. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
11. Consideration of Hillsborough County, Florida Landscape Maintenance Agreement
12. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
13. Consideration of Resolution 2025-07, Designating the Location of the Local District Records Office and Providing an Effective Date
14. Ratification Items
 - A. Acceptance of Audit FY Ending September 30, 2023
 - B. Eco-Logic Services, LLC Agreement for Pond Maintenance Services
 - C. SR Landscaping, LLC Landscape and Irrigation Maintenance Services
15. Acceptance of Unaudited Financial Statements as of March 31, 2025
 - Check Register
16. Approval of Minutes
 - A. August 7, 2024 Public Hearings and Regular Meeting
 - B. August 26, 2024 Continued Public Hearings and Regular Meeting
 - C. November 5, 2024 Landowners' Meeting
17. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*

- B. District Engineer: *Stantec*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- 0 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: June 4, 2025 at 10:00 AM

○ QUORUM CHECK

SEAT 1	MELISA SGRO	☐ IN PERSON	☐ PHONE	☐ No
SEAT 2	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ No
SEAT 3		☐ IN PERSON	☐ PHONE	☐ No
SEAT 4	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ No
SEAT 5	CONNOR GALLAGHER	☐ IN PERSON	☐ PHONE	☐ No

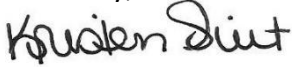
18. Board Members' Comments/Requests

19. Public Comments

20. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Simmons Village 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 Hillsborough 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 (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 5, 2024, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

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

1. ELECTION RESULTS. 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:

BOARD OF SUPERVISORS	SEAT	VOTES
No Nomination	Seat 3	0 Votes
No Nomination	Seat 4	0 Votes
No Nomination	Seat 5	0 Votes

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

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
No Nomination	Seat 3	___-Year Term
No Nomination	Seat 4	___-Year Term
No Nomination	Seat 5	___-Year Term

3. EFFECTIVE DATE. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of May, 2025.

Attest:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 3, SEAT 4 AND SEAT 5 OF THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on November 5, 2024, three (3) members were to be elected to the District Board of Supervisors (the “Board”) as that term is defined in Section 190.006(2)(b), Florida Statutes; and

WHEREAS, the District published a notice in a newspaper of general circulation as prescribed in Florida law; and

WHEREAS, due to no Landowners, Landowner representatives or Proxy Holders being present, the election of Landowners could not occur; and

WHEREAS, the Board shall declare the three (3) seats vacant; and

WHEREAS, three (3) Supervisors are to be appointed to the vacant seats, thereafter; and

WHEREAS, the term of two (2) Supervisors will expire November 2028, the term of the third Supervisor will expire November 2026. The term of office for the Supervisors will commence upon appointment; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

SECTION 1. The following seats are hereby declared vacant effective as of November 5, 2024:

Seat #3 (currently Vacant)
Seat #4 (currently held by Ray Aponte)
Seat #5 (currently held by Connor Gallagher)

SECTION 2. Until such time as the District Board nominates a Supervisor to fill the vacancies declared in Section 1 above, the incumbent Board Members of the respective seats shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 7th day of May, 2025.

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

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**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Simmons Village North Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

SIMMONS VILLAGE NORTH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT
DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective May 7, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 7, 2025:

Colbie Bosch _____ Assistant Secretary _____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 7th day of May, 2025.

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SIMMONS VILLAGE NORTH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Simmons Village North Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____

HOUR: 10:00 AM

LOCATION: Pulte Office
2662 S. Falkenburg Road
Riverview, Florida 33578

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

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

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

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

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

PASSED AND ADOPTED this 7th day of May, 2025.

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A: Proposed Budget for Fiscal Year 2026

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
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**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual Through 3/31/2025	Projected Through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off roll	\$ 280,682	\$ 127,762	\$ 152,920	\$ 280,682	\$ 409,090
Landowner contribution	159,858	35,000	124,858	159,858	-
Lot Closing Assessments	-	45,357	-	45,357	-
Total revenues	440,540	208,119	277,778	485,897	409,090
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	23,775	24,225	48,000	48,000
Legal	20,000	2,943	17,057	20,000	20,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	1,167	833	2,000	2,000
Trustee	6,500	4,256	2,244	6,500	6,500
Telephone	200	117	83	200	200
Postage	500	55	445	500	500
Printing & binding	500	292	208	500	500
Legal advertising	2,000	2,952	-	2,952	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,700	3,767	-	3,767	7,225
EMMA-software Services	-	2,500	-	2,500	2,500
Contingencies/bank charges	1,500	-	1,500	1,500	1,500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	98,465	41,999	57,985	99,984	101,515
Field operations					
Administrative					
Landscape maintenance	150,000	20,466	129,534	150,000	115,500
Mulch	25,000	-	25,000	25,000	30,000
Irrigation repairs	5,000	1,380	3,620	5,000	5,000
Landscape replacement	5,000	-	5,000	5,000	5,000
Pressure washing	5,000	-	5,000	5,000	5,000
Holiday decorations	5,000	-	5,000	5,000	5,000
General repairs/supplies	10,000	-	10,000	10,000	10,000
Ponds & conservation areas	25,000	2,300	22,700	25,000	20,000
Property Insurance	15,000	-	15,000	15,000	10,000
Unbudgeted Expenses - Signs	-	1,260	-	1,260	-

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual Through 3/31/2025	Projected Through 9/30/2025	Total Actual & Projected	
Utilities					
Electric- common area	5,000	-	5,000	5,000	5,000
Streetlights	75,000	19,135	55,865	75,000	80,000
Total field operations	325,000	44,541	281,719	326,260	290,500
Total expenditures	423,465	86,540	339,704	426,244	392,015
Excess/(deficiency) of revenues over/(under) expenditures	17,075	121,579	(61,926)	59,653	17,075
Fund balance - beginning (unaudited)	15,219	15,169	136,748	15,169	74,822
Fund balance - ending (projected)					
Assigned					
Reserves	-	-	-	-	17,075
Unassigned	32,294	136,748	74,822	74,822	74,822
Fund balance - ending	<u>\$ 32,294</u>	<u>\$ 136,748</u>	<u>\$ 74,822</u>	<u>\$ 74,822</u>	<u>\$ 91,897</u>

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	6,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	6,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	7,225
The District will obtain public officials and general liability insurance.	
EMMA-software Services	2,500
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Website hosting & maintenance	705
Website ADA compliance	210

Field operations

Landscape maintenance	115,500
Mulch	30,000
Irrigation repairs	5,000
Landscape replacement	5,000
Pressure washing	5,000
Holiday decorations	5,000
General repairs/supplies	10,000
Ponds & conservation areas	20,000
Property insurance	10,000

Utilities

Electric- common area	5,000
Streetlights	80,000
Total expenditures	<u><u>\$ 392,015</u></u>

Reserve Items	Estimated Life Expectancy	Estimated Remaining Life	Cost to Replace	Annual Funding
Enrty Features	20	20	\$200,000.00	\$10,000.00
Wall	40	40	\$283,000.00	\$7,075.00
Total			\$483,000.00	\$17,075.00

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025			
	Adopted Budget FY 2025	Actual Through 3/31/2025	Projected Through 9/30/2025	Proposed Budget FY 2026
REVENUES				
Special assessment: off-roll	\$ 785,188	\$ 362,707	\$ 422,481	\$ 785,188
Lot closing assessments	-	74,945	-	-
Interest	-	3,315	-	-
Total revenues	<u>785,188</u>	<u>440,967</u>	<u>422,481</u>	<u>785,188</u>
EXPENDITURES				
Debt service				
Principal	100,000	100,000	-	160,000
Interest	623,714	313,076	310,638	617,376
Total debt service	<u>723,714</u>	<u>413,076</u>	<u>310,638</u>	<u>777,376</u>
Excess/(deficiency) of revenues over/(under) expenditures	61,474	27,891	111,843	7,812
Fund balance:				
Net increase/(decrease) in fund balance	61,474	27,891	111,843	7,812
Beginning fund balance (unaudited)	413,773	414,226	442,117	553,960
Ending fund balance (projected)	<u>\$ 475,247</u>	<u>\$ 442,117</u>	<u>\$ 553,960</u>	<u>\$ 561,772</u>
Use of fund balance:				
Principal and Interest expense - November 1, 2026				(476,738)
Projected fund balance surplus/(deficit) as of September 30, 2026				<u>\$ 85,034</u>

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 BOND AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25	\$160,000.00	4.875%	\$310,638.13	470,638.13	10,720,000.00
05/01/26			\$306,738.13	306,738.13	10,720,000.00
11/01/26	\$170,000.00	4.875%	\$306,738.13	476,738.13	10,550,000.00
05/01/27			\$302,594.38	302,594.38	10,550,000.00
11/01/27	\$180,000.00	4.875%	\$302,594.38	482,594.38	10,370,000.00
05/01/28			\$298,206.88	298,206.88	10,370,000.00
11/01/28	\$185,000.00	4.875%	\$298,206.88	483,206.88	10,185,000.00
05/01/29			\$293,697.50	293,697.50	10,185,000.00
11/01/29	\$195,000.00	4.875%	\$293,697.50	488,697.50	9,990,000.00
05/01/30			\$288,944.38	288,944.38	9,990,000.00
11/01/30	\$205,000.00	4.875%	\$288,944.38	493,944.38	9,785,000.00
05/01/31			\$283,947.50	283,947.50	9,785,000.00
11/01/31	\$215,000.00	5.700%	\$283,947.50	498,947.50	9,570,000.00
05/01/32			\$277,820.00	277,820.00	9,570,000.00
11/01/32	\$225,000.00	5.700%	\$277,820.00	502,820.00	9,345,000.00
05/01/33			\$271,407.50	271,407.50	9,345,000.00
11/01/33	\$240,000.00	5.700%	\$271,407.50	511,407.50	9,105,000.00
05/01/34			\$264,567.50	264,567.50	9,105,000.00
11/01/34	\$255,000.00	5.700%	\$264,567.50	519,567.50	8,850,000.00
05/01/35			\$257,300.00	257,300.00	8,850,000.00
11/01/35	\$270,000.00	5.700%	\$257,300.00	527,300.00	8,580,000.00
05/01/36			\$249,605.00	249,605.00	8,580,000.00
11/01/36	\$285,000.00	5.700%	\$249,605.00	534,605.00	8,295,000.00
05/01/37			\$241,482.50	241,482.50	8,295,000.00
11/01/37	\$300,000.00	5.700%	\$241,482.50	541,482.50	7,995,000.00
05/01/38			\$232,932.50	232,932.50	7,995,000.00
11/01/38	\$315,000.00	5.700%	\$232,932.50	547,932.50	7,680,000.00
05/01/39			\$223,955.00	223,955.00	7,680,000.00
11/01/39	\$335,000.00	5.700%	\$223,955.00	558,955.00	7,345,000.00
05/01/40			\$214,407.50	214,407.50	7,345,000.00
11/01/40	\$355,000.00	5.700%	\$214,407.50	569,407.50	6,990,000.00
05/01/41			\$204,290.00	204,290.00	6,990,000.00
11/01/41	\$375,000.00	5.700%	\$204,290.00	579,290.00	6,615,000.00
05/01/42			\$193,602.50	193,602.50	6,615,000.00
11/01/42	\$395,000.00	5.700%	\$193,602.50	588,602.50	6,220,000.00
05/01/43			\$182,345.00	182,345.00	6,220,000.00
11/01/43	\$420,000.00	5.700%	\$182,345.00	602,345.00	5,800,000.00
05/01/44			\$170,375.00	170,375.00	5,800,000.00
11/01/44	\$440,000.00	5.875%	\$170,375.00	610,375.00	5,360,000.00

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 BOND AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/45			\$157,450.00	157,450.00	5,360,000.00
11/01/45	\$470,000.00	5.875%	\$157,450.00	627,450.00	4,890,000.00
05/01/46			\$143,643.75	143,643.75	4,890,000.00
11/01/46	\$495,000.00	5.875%	\$143,643.75	638,643.75	4,395,000.00
05/01/47			\$129,103.13	129,103.13	4,395,000.00
11/01/47	\$525,000.00	5.875%	\$129,103.13	654,103.13	3,870,000.00
05/01/48			\$113,681.25	113,681.25	3,870,000.00
11/01/48	\$555,000.00	5.875%	\$113,681.25	668,681.25	3,315,000.00
05/01/49			\$97,378.13	97,378.13	3,315,000.00
11/01/49	\$590,000.00	5.875%	\$97,378.13	687,378.13	2,725,000.00
05/01/50			\$80,046.88	80,046.88	2,725,000.00
11/01/50	\$625,000.00	5.875%	\$80,046.88	705,046.88	2,100,000.00
05/01/51			\$61,687.50	61,687.50	2,100,000.00
11/01/51	\$660,000.00	5.875%	\$61,687.50	721,687.50	1,440,000.00
05/01/52			\$42,300.00	42,300.00	1,440,000.00
11/01/52	\$700,000.00	5.875%	\$42,300.00	742,300.00	740,000.00
05/01/53			\$21,737.50	21,737.50	740,000.00
11/01/53	\$740,000.00	5.875%	\$21,737.50	761,737.50	-
Total	10,880,000.00		11,521,131.88	22,401,131.88	

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2026 O&M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
<u>Spencer Glen North (Platted)</u>					
SF 40'	-	\$ 831.48	\$ 1,299.45	\$ 2,130.93	\$ 2,194.85
SF 50'	173	831.48	1,624.30	2,455.78	2,519.71
SF 60'	77	831.48	1,949.17	2,780.65	2,844.57
Total	250				
<u>Spencer Glen South (Unplatted)</u>					
SF 40'	120	\$ 831.48	\$ 1,299.45	\$ 2,130.93	\$ 1,534.28
SF 50'	122	831.48	1,624.30	2,455.78	1,859.14
SF 60'	-	831.48	1,949.17	2,780.65	2,184.00
Total	242				
		\$ 714.11			

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 7th day of May, 2025.

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Pulte Office, 2662 S. Falkenburg Road, Riverview, Florida 33578</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2025	Regular Meeting	10:00 AM
November 5, 2025	Regular Meeting	10:00 AM
December 3, 2025	Regular Meeting	10:00 AM
January 7, 2026	Regular Meeting	10:00 AM
February 4, 2026	Regular Meeting	10:00 AM
March 4, 2026	Regular Meeting	10:00 AM
April 1, 2026	Regular Meeting	10:00 AM
May 6, 2026	Regular Meeting	10:00 AM
June 3, 2026	Regular Meeting	10:00 AM
July 1, 2026	Regular Meeting	10:00 AM
August 5, 2026	Regular Meeting	10:00 AM
September 2, 2026	Regular Meeting	10:00 AM

SIMMONS VILLAGE NORTH

COMMUNITY DEVELOPMENT DISTRICT

11

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (the “Agreement”) made this ____ day of _____, 20__, by and between Hillsborough County, Florida, a political subdivision under the laws of the State of Florida (the “County”) with offices at 601 East Kennedy Boulevard, P.O. Box 1110, Tampa, Florida 33601 and _____, (the “Participant”) with offices at _____. The County and the Participant shall individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, it has been deemed to be in the best interest of the County to encourage corporations and organizations to provide the care and maintenance necessary to state highways within the County as well as the County’s medians, rights-of-way, and other public lands (hereinafter referred to as the “Maintained Area”); and

WHEREAS, the Participant desires to provide the care and maintenance to the Maintained Area; and

WHEREAS, it has been deemed to be in the best interest of the County to enter into an agreement with the Participant setting forth the duties and responsibilities of the respective parties and the terms and conditions for the proposed care and maintenance of the Maintained Area.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

ARTICLE I. SCOPE OF SERVICES

A. The Participant shall provide or cause to be provided the landscape and maintenance services more fully set forth below (the “Services”) within the Maintained Area:

1. Maintained Area

The Maintained Area is described herein as follows:

Right-of-Way Use Permit #: _____

Location of Maintained Area: _____

Location of Landscape within the Maintained Area: _____

Landscape Materials to be Utilized: _____

2. Services

The Participant shall initial each applicable service that shall be performed by the Participant under this Agreement. The Participant shall perform or cause to be performed the following Services in the Maintained Area:

- (a) ___ Pick up litter and debris as necessary.
- (b) ___ Cut grass as needed.
- (c) ___ Remove weeds and vines.
- (d) ___ Remove and replace dead or diseased plants and trees in accordance with FDOT and County landscaping guidelines, as applicable.
- (e) ___ Water plants as needed; provided however, such watering shall be in accordance with the County's water conservation measures and restrictions.
- (f) ___ Treat turf and other plants for pests (if using restricted chemicals, Participant must be licensed by the State of Florida).
- (g) ___ Fertilize as needed per FDOT Guidelines and per the Environmental Protection Commission of Hillsborough County Fertilizer Rule.
- (h) ___ Maintain irrigation system (if any) with like parts.
- (i) ___ Maintain plants in accordance with the landscape plan approved by FDOT. NO substitutions shall be made without the prior written approval of FDOT.
- (j) ___ Follow all landscaping guidelines as described in "Guidelines for Landscaping Hillsborough County Roadways," as adopted by the Board of County Commissioners.

- (k) ____ Hire a landscape contractor or utilize qualified volunteers or landscape personnel to maintain the Maintained Area.
 - (l) ____ Follow all FDOT guidelines if Maintained Area is located along a State road.
 - (m) ____ Follow all safety guidelines as instructed by County personnel and State personnel, including, but not limited to, FDOT Maintenance of Traffic Specifications Standard Indices 613, 615, and 619.
 - (n) ____ Utilization of xeriscape plant material is preferred.
3. If the Services to be performed by the Participant are on County road right-of-way, medians, or other County lands, the Participant shall apply for a Right-of-Way Use Permit and shall submit, for approval, a landscape plan/design of the Maintained Area to the Right-of-Way Management Section, Real Estate Services Department. In the event the submitted landscape plans/designs do not meet the approval of the County, the Participant shall be notified and given the opportunity to modify and resubmit the landscape plans/designs to the County as set forth herein. Approval of the landscape plans/designs by the County does not relieve the Participant from complying with all federal, state, and local laws, rules, regulations, and ordinances.
 4. If the Services to be performed by the Participant are on State highways within the County, the Participant shall submit, for approval, a landscape plan/design of the Maintained Area to FDOT. Approval of the landscape plans/designs by FDOT does not relieve the Participant from complying with all federal, state, and local laws, rules, regulations, and ordinances.
 5. The Participant shall notify the Transportation Maintenance Department if problems arise or if repairs to the Maintained Area are required and the Participant is unable or not authorized to do so.

B. The Participant shall assume total responsibility and bear the entire costs of the maintenance of the lawn and vegetation in the Maintained Area, including, but not limited to, all operational costs and all costs associated with soil irrigation, lawn mowing, fertilizing, tree trimming, shrubbery trimming, replacement of all diseased plants and other vegetation and any other maintenance necessary to insure a well-maintained and safe area.

C. In the event that the Participant fails to perform the Services hereunder, the County shall notify the Participant in writing and shall provide a specific time period within which the Participant must perform in accordance with the Agreement or address the issue of noncompliance. If the Participant does not comply or perform the Services within that time period, the County may terminate the Agreement and remove the landscaping material installed by the Participant and return the Maintained Area to its original condition in order to protect the health, safety, and welfare of the general public. The costs of the removal of said landscape material shall be borne by the Participant. The County shall invoice the Participant for all cost incurred by the County for the removal of the landscape material installed by the Participant within thirty (30) days after said removal. The Participant shall pay the County the amount invoiced within thirty (30) days of the date set forth on the invoice.

D. The County shall not have any obligation to replace any plants, trees, or shrubs, contributed or paid for by the Participant, which subsequently die, whether such death is the result of neglect by the Participant, the County, or otherwise.

E. Prior to performing the Services hereunder, the Participant shall make sure that there are no utility facilities that are in conflict with the Services to be performed. The Participant shall resolve any conflicts and/or concerns raised by any utility company prior to the commencement of the Services hereunder.

F. It is understood between the Parties hereto that any or all of the Maintained Area may be adjusted at any time in the future as determined to be necessary by the County or FDOT in order that the adjacent road be widened, altered, or otherwise changed to meet the future criteria or planning of the County or FDOT as applicable. The County shall give the Participant notice of any road widening or other adjustment of the adjacent road and shall give the Participant thirty (30) days to relocate any plants, shrubs, or trees at its own cost.

ARTICLE II. TERM OF THE AGREEMENT

The term of this Agreement shall be for one (1) year from the date hereinabove set forth and shall be automatically extended for successive one-year periods upon the same terms and conditions hereof unless terminated as set forth herein. Either Party may terminate this Agreement, at any time, upon giving the other Party thirty (30) days' prior written notice of such termination. In the event the Agreement is terminated in accordance with the provisions hereof, the Participant shall return the Maintained Area to its original condition within thirty (30) days if so requested by the County.

ARTICLE III. INSPECTION

The County has the right, at all times, to inspect or otherwise evaluate the Services being performed by the Participant. Neither observations, inspections, nor

evaluations of said Services shall relieve the Participant from performing the Services in accordance with all federal, state, and local laws, rules, regulations, and ordinances and this Agreement.

ARTICLE IV. WARRANTY

The Participant hereby represents to the County that: (a) it has the experience and skill necessary to perform the Services set forth in this Agreement and (b) it shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, and orders of any public, quasi-public, or other governmental authority in the performance of the Services hereunder.

ARTICLE V. INDEMNIFICATION

The Participant shall indemnify, hold harmless, and defend FDOT, the County, the Board of County Commissioners, its agents, contractors, and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission of the Participant during the performance of this Agreement. The extent of this indemnification shall not be limited in any way to the amount or types of damages or compensation payable to the County on account of any insurance limits. The provisions of this paragraph shall survive the termination of this Agreement.

ARTICLE VI. INSURANCE

During the entire period of its performance under this Agreement, Participant shall procure and maintain the following minimum amounts and types of insurance:

- (i) Workers' Compensation and Employer's Liability Insurance. These policies shall be in compliance with applicable worker's compensation and occupational disease statutes and shall include employer's liability. In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational disease is required under the employer's liability section of the policy. Minimum limit of \$100,000 per incident for employer's liability and occupational disease is required.
- (ii) General Liability insurance. This policy shall be comprehensive and shall include bodily injury and property damage of at least \$500,000 per occurrence.

- (iii) Automobile Liability Insurance. This policy shall be comprehensive and shall include bodily injury and property damage covering all owned, non-owned, hired or leased vehicles used in connection with the performance of this Agreement. Minimum limits of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage are required.

Upon request, the Participant shall furnish the County with certificates issued by the insurance company or companies issuing the insurance policies required by this provision prior to commencement of Services hereunder. Such certificates shall provide that written notice shall be given to the County or FDOT, if applicable, at least thirty (30) days prior to any cancellation or material change in such policy. The Participant shall name the Hillsborough County Board of County Commissioners or FDOT, if applicable, as an additional insured on all insurance policies required hereunder.

ARTICLE VII. INDEPENDENT CONTRACTOR

The Participant shall perform or cause to be performed the Services hereunder as an independent contractor, and nothing contained herein shall, in any way, be construed to constitute the Participant, its officers, employees, agents, contractor, or subcontractors of Participant to be a representative, agent, contractor, subcontractor, or employee of the County or any political subdivision of the State of Florida.

ARTICLE VIII. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION

The Participant shall comply with Hillsborough County, Florida – Code of Ordinance and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation or gender identity or expression, in employment, public accommodations, real estate transactions, County contracting and procurement activities, and credit extension practices.

The Participant shall also comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executives orders are incorporated herein by reference.

ARTICLE IX. NO ASSUMPTION OF LIABILITY

The County shall not be responsible for nor shall the County incur any liability for the actions, inactions, omissions, or commissions of the Participant, or any officers, employees, agents, contractor, or subcontractors of the Participant in performing the Services under this Agreement.

ARTICLE X. ASSIGNMENT

The Participant shall not assign or transfer this Agreement nor any rights or obligations under this Agreement. Any purported assignment by the Participant hereunder shall be void.

ARTICLE XI. NOTICE

Any notice or communication required to be given by one Party to the other shall be in writing and may be delivered, mailed by certified mail, postage prepaid, or sent by facsimile or similar telecommunication device and shall be deemed delivered if addressed as follows:

Hillsborough County:

Hillsborough County Public Works Department
Attn: Director of Public Works
601 East Kennedy Blvd.
P.O. Box 1110
Tampa, FL 33601
Tel: (813) 272-5912
Fax: (813) 272-5811

Participant

_____, FL _____
Tel: (____) _____
Fax: (____) _____

ARTICLE XII. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR SERVICES CONTRACTS

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Participant has

been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Participant is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Participant. As stated below, the Participant may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Participant is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Participant advice regarding its legal rights or obligations.

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Public Works Customer Service Center**
- ii) (813) 635-5400**
- iii) 601 East Kennedy Blvd., Tampa FL 33602**

If under this Contract, the Participant is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Participant will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except at authorized by law for the duration of the contract term and following completion of the Contract if the Participant does not transfer the records to the County.
- iv) Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Participant or keep and maintain public records required by the County to perform the service. If the Participant transfers all public records to the County upon completion of the Contract, the Participant shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the Contract, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Participant to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

ARTICLE XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Participant and the County with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade, or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

ARTICLE XIV. APPLICABLE LAW

This Agreement is entered into in the State of Florida and shall be construed and interpreted in accordance with its laws. In the event litigation is commenced for the enforcement of this Agreement, the Parties hereby agree and stipulate that venue for such action shall be in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

ARTICLE XV. MODIFICATION

No oral explanation or oral information by either of the Parties hereto shall alter the meaning or interpretation of this Agreement. No amendment or change hereof or addition hereto shall be effective or binding on any of the Parties hereto unless reduced to writing and executed by the respective duly authorized representatives of each of the Parties hereto.

ARTICLE XVI. WAIVER/RESERVATION OF RIGHTS

Any waiver by the County of any term, condition, or breach of this Agreement

shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive the County's right thereafter to enforce strict compliance with every other term and condition hereof.

ARTICLE XVII. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

ARTICLE XVIII. CAPTIONS

Section headings in this Agreement are for convenience or references only and shall be given no effect in the construction or interpretation of this Agreement or any provisions thereof.

ARTICLE XIX. ACKNOWLEDGMENT

Both Parties acknowledge that they have had the opportunity to have this Agreement reviewed by legal counsel of their choice, and that they understand the terms and conditions herein.

IN WITNESS WHEREOF, the County and the Participant respectively, have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

HILLSBOROUGH COUNTY, FLORIDA

By: _____
_____, Director, Public Works
Transportation Maintenance Division

By: _____

Witness: _____

Witness: _____

(Corporate Seal)

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Simmons Village North Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT THAT:

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of May, 2025.

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

SIMMONS VILLAGE NORTH

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/07/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2025-07

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT
RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, District records are available for public review and inspection at the offices of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

WHEREAS, the District is statutorily required to designate a local District records office location for the purposes of affording citizens the ability to access certain of the District’s records, promoting the disclosure of matters undertaken by the District and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), *Florida Statutes*.

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

1. LOCAL DISTRICT RECORDS OFFICE. The District’s local records office shall be located at the following address:

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

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Simmons Village North Community Development District
Hillsborough County, Florida

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of Simmons Village North Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the District, as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



October 22, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Simmons Village North Community Development District, Hillsborough County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$379,626).
- The change in the District's total net position in comparison with the prior fiscal year was (\$379,626), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$10,512,622, an increase of \$10,569,263 in comparison with the prior fiscal year. The total fund balance is restricted for capital projects and the remainder is unassigned deficit fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include general government functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category, governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and the capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,			
	2023	2022	
Assets, excluding capital assets	\$ 10,577,946	\$ 57,386	
Total assets	10,577,946	57,386	
Current liabilities	46,780	57,386	
Long-term liabilities	10,910,792	-	
Total liabilities	10,957,572	57,386	
Net Position			
Net investment in capital assets	(10,910,792)	-	
Restricted	10,557,402	-	
Unrestricted	(26,236)	-	
Total net position	\$ (379,626)	\$ -	

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,			
	2023	2022	
Revenues:			
Program revenues			
Charges for services	\$ 12,361	\$ -	
Operating grants and contributions	34,938	137,015	
Total revenues	47,299	137,015	
Expenses:			
General government	73,535	137,015	
Bond issuance costs	353,390	-	
Total expenses	426,925	137,015	
Change in net position	(379,626)	-	
Net position - beginning	-	-	
Net position - ending	\$ (379,626)	\$ -	

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023, was \$426,925. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised of Developer contributions and assessments. In total, expenses increased the current fiscal year, the majority of the increase was the result of bond issuance costs incurred in the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL DEBT ADMINISTRATION

At September 30, 2023, the District had \$10,980,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The District anticipates an increase in general operations as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Simmons Village North Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

	Governmental Activities
ASSETS	
Cash	\$ 2,000
Due from Developer	18,544
Restricted assets:	
Investments	10,557,402
Total assets	<u>10,577,946</u>
LIABILITIES	
Accounts payable and accrued expenses	46,780
Non-current liabilities:	
Due in more than one year	10,910,792
Total liabilities	<u>10,957,572</u>
NET POSITION	
Net investment in capital assets	(10,910,792)
Restricted for debt service	50,950
Restricted for capital projects	10,506,452
Unrestricted	(26,236)
Total net position	<u>\$ (379,626)</u>

See notes to the financial statements

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for Services	Operating Grants and Contributions	Revenue and Changes in Net Position
Primary government:				
Governmental activities:				
General government	\$ 73,535	\$ 12,361	\$ 34,938	\$ (26,236)
Bond issuance costs	353,390	-	-	(353,390)
Total governmental activities	426,925	12,361	34,938	(379,626)
				Change in net position (379,626)
				Net position - beginning -
				Net position - ending \$ (379,626)

See notes to the financial statements

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 2,000	\$ -	\$ -	\$ 2,000
Investments	-	50,950	10,506,452	10,557,402
Due from Developer	18,544	-	-	18,544
Total assets	<u>\$ 20,544</u>	<u>\$ 50,950</u>	<u>\$ 10,506,452</u>	<u>\$ 10,577,946</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 46,780	\$ -	\$ -	\$ 46,780
Total liabilities	<u>46,780</u>	<u>-</u>	<u>-</u>	<u>46,780</u>
Deferred Inflows of Resources:				
Unavailable revenue	18,544	-	-	18,544
Total deferred inflows of resources	<u>18,544</u>	<u>-</u>	<u>-</u>	<u>18,544</u>
Fund balances:				
Restricted for:				
Debt service	-	50,950	-	50,950
Capital projects	-	-	10,506,452	10,506,452
Unassigned	(44,780)	-	-	(44,780)
Total fund balances	<u>(44,780)</u>	<u>50,950</u>	<u>10,506,452</u>	<u>10,512,622</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 20,544</u>	<u>\$ 50,950</u>	<u>\$ 10,506,452</u>	<u>\$ 10,577,946</u>

See notes to the financial statements

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Total fund balances - governmental funds	\$ 10,512,622
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Amounts reported for governmental activities in the statement of net position
are different because:

Assets recorded in the governmental fund financial statements that are not available to pay for the current-period expenditures are unavailable revenue in the governmental funds.	18,544
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Liabilities not due and payable from current available resources
are not reported as liabilities in the governmental fund statements.
All liabilities, both current and long-term, are reported in the
government-wide financial statements.

Original issue discount	69,208	
Bonds payable	(10,980,000)	(10,910,792)
Net position of governmental activities		\$ (379,626)

See notes to the financial statements

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 12,361	\$ -	\$ -	\$ 12,361
Developer contributions	73,035	-	-	73,035
Total revenues	85,396	-	-	85,396
EXPENDITURES				
Current:				
General government	73,535	-	-	73,535
Debt Service:				
Bond cost of issuance	-	353,390	-	353,390
Total expenditures	73,535	353,390	-	426,925
Excess (deficiency) of revenues over (under) expenditures	11,861	(353,390)	-	(341,529)
OTHER FINANCING SOURCES (USES)				
Bond discount	-	(69,208)	-	(69,208)
Bond proceeds	-	473,548	10,506,452	10,980,000
Total other financing sources (uses)	-	404,340	10,506,452	10,910,792
Net change in fund balances	11,861	50,950	10,506,452	10,569,263
Fund balances - beginning	(56,641)	-	-	(56,641)
Fund balances - ending	\$ (44,780)	\$ 50,950	\$ 10,506,452	\$ 10,512,622

See notes to the financial statements

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds	\$ 10,569,263
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(10,980,000)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	18,544
Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.	(56,641)
Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	69,208
Change in net position of governmental activities	<u>\$ (379,626)</u>

See notes to the financial statements

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Simmons Village North Community Development District ("District") was established on July 20, 2021, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Hillsborough County Ordinance 21-26 and expanded by Hillsborough County Ordinance 22-27. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023, certain Board members are affiliated with the Developer.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on all platted lots within the District. Assessments are levied each November 1 on property as of the previous January 1 to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental fund:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

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

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The District does not have any capital assets as of September 30, 2023.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

	Amortized cost	Credit Risk	Maturities
First American Govt			Weighted average maturity:
Obligations Fund - Class Y	\$ 10,557,402	S&P AAAM	24 days
Total Investments	<u>\$ 10,557,402</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$28,557,850. The infrastructure will include water management and control facilities, potable water supply utilities, sewer and wastewater management, sewer and wastewater management, roadways, parks and recreation, and landscaping and hardscape. A portion of the project costs is expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, potable water supply utilities, sewer and wastewater management and roadways are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 6 – LONG-TERM LIABILITIES

Series 2023

On September 28, 2023, the District issued \$10,980,000 of Special Assessment Bonds, Series 2023 consisting of various Term Bonds with due dates ranging from November 1, 2030 to November 1, 2053, and fixed interest rates ranging from 4.875% to 5.875%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2024, through November 1, 2053.

The Series 2023 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service. The District was in compliance with the requirements at September 30, 2023.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2023	\$ -	\$ 10,980,000	\$ -	\$ 10,980,000	\$ -
Less original issue discount	-	(69,208)	-	(69,208)	-
Total	\$ -	\$ 10,910,792	\$ -	\$ 10,910,792	\$ -

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ -	\$ 370,473	\$ 370,473
2025	100,000	623,714	723,714
2026	160,000	617,376	777,376
2027	170,000	609,333	779,333
2028	180,000	600,801	780,801
2029-2033	1,025,000	2,858,433	3,883,433
2034-2038	1,350,000	2,530,250	3,880,250
2039-2043	1,775,000	2,087,788	3,862,788
2044-2048	2,350,000	1,497,170	3,847,170
2049-2053	3,130,000	698,244	3,828,244
2054	740,000	21,738	761,738
	<u>\$ 10,980,000</u>	<u>\$ 12,515,320</u>	<u>\$ 23,495,320</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer owns the land within the District and has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$73,035. The Developer owes the District \$18,544 which is classified as unavailable as of September 30, 2023.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which would have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE 11 – DEFICIT FUND EQUITY

The general fund had a deficit fund balance of (\$44,780) as of September 30, 2023. The deficit will be covered by Developer contributions and assessments collected in the subsequent period.

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts <u>Original and Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 239,875	\$ 12,361	\$ (227,514)
Developer contributions	-	73,035	73,035
Total revenues	<u>239,875</u>	<u>85,396</u>	<u>(154,479)</u>
EXPENDITURES			
Current:			
General government	108,975	73,535	35,440
Maintenance and operations	116,900	-	116,900
Parks and recreation	14,000	-	14,000
Total expenditures	<u>239,875</u>	<u>73,535</u>	<u>166,340</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	11,861	<u>\$ 11,861</u>
Fund balance - beginning		<u>(56,641)</u>	
Fund balance - ending		<u>\$ (44,780)</u>	

See notes to required supplementary information

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	7
Employee compensation	0
Independent contractor compensation	\$17,158
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Non ad valorem special assessments;	Not applicable
Special assessment rate	Operations and maintenance \$961.52 - \$1,153.82 Debt service - N/A
Special assessments collected	\$12,361
Outstanding Bonds:	see Note 6 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Simmons Village North Community Development District
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Simmons Village North Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated October 22, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

October 22, 2024



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Simmons Village North Community Development District
Hillsborough County, Florida

We have examined Simmons Village North Community Development District, Hillsborough County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida for the fiscal year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Simmons Village North Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

October 22, 2024



Grau & Associates

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Simmons Village North Community Development District
Hillsborough County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Simmons Village North Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated October 22, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated October 22, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Simmons Village North Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Simmons Village North Community Development District, Hillsborough County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.



October 22, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 21.

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

AGREEMENT FOR POND MAINTENANCE SERVICES

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 7th day of January 2025 by and between:

SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

ECO-LOGIC SERVICES LLC, a Florida limited liability company, with a mailing address of P.O. Box 18204, Sarasota, Florida 34276 (the “**Contractor**,” together with District, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District currently owns, operates, and maintains stormwater management ponds within the boundary of the District (the “**Ponds**”); and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the pond maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the pond maintenance services described in the attached **Exhibit A**, which is incorporated herein by reference (the “**Services**”). **Exhibit A** is attached solely for the purpose of clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor **One Thousand One Hundred Fifty Dollars (\$1,150.00) per month for a not-to-exceed annual total of Thirteen Thousand Eight Hundred Dollars (\$13,800.00)**, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in **Exhibit A**.
- B.** The term of this Agreement shall be from the effective date through September 30, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon

successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

- D.** The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A.** Contractor 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	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B.** The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall

indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. 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 actual damages 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 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**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 Contractor: | Eco-Logic Services LLC
P.O. Box 18204
Sarasota, Florida 34276
Attn: Peter Nabor |
| B. | If to District: | Simmons Village North Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager |
| | With a copy to: | Kutak Rock LLP
107 West College Avenue |

Tallahassee, Florida 32301
Attn: District Counsel

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 Contractor may deliver Notice on behalf of the District and the Contractor. 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 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

SECTION 16. INDEMNIFICATION.

A. Contractor, its employees, agents and assigns shall defend, hold harmless and

indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B. 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. 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, 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 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor 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 Contractor'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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; WRATHELLC@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 20. 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 21. 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 22. 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. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 23. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 24. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 25. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Kristen Sutt

Secretary / Assistant Secretary

Brady Lefere

Chairperson, Board of Supervisors

Witness:

ECO-LOGIC SERVICES LLC

C. Nabor

Signature of Witness

By: *P. Nabor*

Christin Nabor, Administrator
Print Name

Print Name: Peter Nabor

Title: Principal

Exhibit A: Scope of Services

EXHIBIT A
Scope of Services

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: January 7, 2025

This Agreement is made effective by and between:

"Client"

Name: Simmons Village North CDD
Address: c/o HomeRiver Group- Tampa
12906 Tampa Oaks Blvd Ste 100
Temple Terrace, FL 33637
Phone: (813) 993-4000 x134
Representative: Patrick Dooley
Email: pdooley@homeriver.com

"Eco-Logic Services"

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Spencer Glen

Project Location: Hillsborough County, FL

Fee Type: Unit price per attached Scope of Services

Retainer: No

Scope of Services: Attached

Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By: Peter Nabor

Print Name: Peter Nabor

Title: Principal / Senior Project Scientist

Date: January 7, 2025

Simmons Village North CDD

By: _____

Print Name: _____

Title: _____

Date: _____

SPENCER GLEN



1.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the three identified stormwater retention ponds ("lakes") within the Spencer Glen community (shaded dark blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a "clean" look to these aquatic features on the site, as is reasonable and practical. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner. This task will be accomplished using selective applications of herbicides specifically designed and labeled for aquatic use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator.

Additionally, Eco-Logic Services will perform necessary management services at the three Floodplain Compensation Areas (shaded light blue on Figure 1). Because they are not directly visible from roadways or residences, a small amount of algae (less than 10% of the water surface area) will be deemed acceptable in these areas. Shoreline weeds will be controlled but the crisp clean shorelines provided for the lakes will not be provided in the FCAs. Invasive underwater weeds (such as hydrilla) in the in FCAs is not included in this proposal, but can be provided upon request based on an estimated additional fee.

2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking, midge and mosquito larvae control, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0 Lake Management Services

Lakes..... \$450/month

Floodplain Compensation Areas..... \$700/month

2.0 Additional Services..... to be billed as requested

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 4.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 4.5 The lake management fee assumes lakes are in good condition upon initiation of services and not neglected by previous vendor. If not, the Client will be notified upon initiation of our maintenance services and an addendum to this Agreement will be submitted.
- 4.6 The selective use of copper-based algacides and standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 4.7 Cutting and/or removal of dead or undesirable plant material or algae is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 4.8 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 4.9 Invasive underwater weeds (such as hydrilla) in lakes over 2 acres requires treatment with chemicals outside the scope of this Agreement. Treatments of these weeds can be provided upon request based on an estimated additional fee.
- 4.10 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for wildlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.
- 4.11 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 4.12 Client will provide access to each pond and a map showing designated access points for launching a boat (when necessary) and access to and around the entirety of each pond with a utility vehicle. Reduced access may result in reduced service or additional fees.
- 4.13 Because it will harm the required plants, no algae control will be provided on the littoral shelf areas or lake perimeters where native plants are growing.
- 4.14 No maintenance or repair of fountains or aerators is included in this proposal.
- 4.15 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be triggered by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 4.16 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.17 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

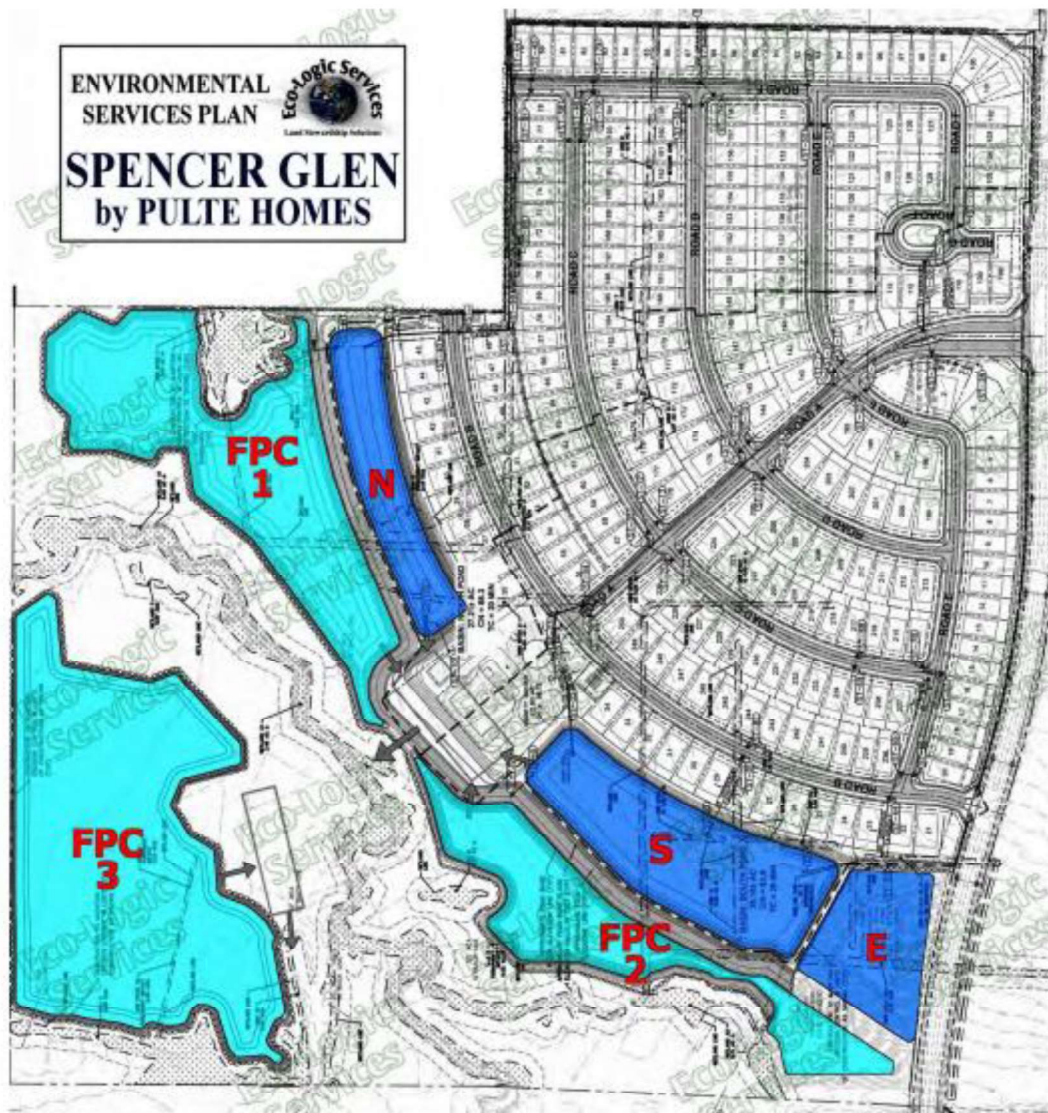


Figure 1. Site map for the Spencer Glen community showing locations of the proposed work areas.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTORNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS C

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective this 19th day of November 2024, by and between:

SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

SR LANDSCAPING, LLC D/B/A SUNRISE LANDSCAPE, with an address of 5521 Baptist Church Road, Tampa, Florida 33610 ("**Contractor**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A ("Work")**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B ("Landscape Maintenance Area")**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in **Exhibit A**. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor,

except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within seven (7) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the

Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from December 1, 2024, to September 30, 2025, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement may be renewed in additional, one (1) year terms, so long as the total compensation under each year and corresponding agreement, including any applicable work authorizations, amendments and change orders thereto, do not exceed the bidding threshold for CATEGORY FOUR pursuant to Sections 190.033 and 287.017, *Florida Statutes*, and the District's Rules of Procedure. Renewal must be agreed to by the parties, in writing, including any increases in price for the renewal year; any renewal or increase in price without such written agreement by the parties shall be null and void.

B. *Compensation.* As compensation for the Work, the District agrees to pay Contractor **Nine Thousand Six Hundred Thirteen Dollars (\$9,613.00) per month, for a not to exceed annual fee of One Hundred Fifteen Thousand Three Hundred Fifty-Six Dollars (\$115,356.00)** in accordance with **Exhibit A**.

C. *Additional Work* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform

such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to

pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees,

and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them,

or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. ***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.

B. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. ***Attorneys' Fees.*** In the event that either the District or Contractor 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District: Simmons Village North
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Sunrise Landscape
5521 Baptist Church Road
Tampa, Florida 33610
Attn: _____

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Hillsborough County, Florida.

M. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; WRATHELLC@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

N. 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.

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

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. Statement Regarding Chapter 287 Requirements. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- i. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- ii. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- iii. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- iv. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

R. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Kristen Suit

By: Kristen Suit

☐ Secretary

☒ Assistant Secretary

Brady Lefere

By: Brady Lefere

☐ Chairperson

☐ Vice Chairperson

WITNESS:

SR LANDSCAPING, LLC D/B/A SUNRISE LANDSCAPE

Johnny McDonnell

By: Johnny McDonnell

Its: General Manager

Cameron Marcoux

By: Cameron Marcoux

Its: General Manager - Tampa

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Form of Work Authorization

Exhibit A: Scope of Services

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

SCHEDULE "A" - GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high-profile areas such as entrances and amenities where applicable will be completely mowed, edged, trimmed and cleaned up as early in the day as possible. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from April 1st through October 31st and bi-weekly during the non-growing season from November 1st through March 31st. Based on this schedule, it is estimated that the contractor will perform a minimum of 42 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of management. Should the number of mowing cycles fall below 42 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. Owner will pay contractor the per cycle amount for each mowing cycle in excess of 40 per contract year when management requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for St. Augustine turf will be set at 3½" to 4", and Bahia turf will be set at 3" to 3 1/2". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Contractor shall complete a minimum of two passes along all waterways with a walk behind or stand-on mower discharging clippings away from the water.

!. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable, and any visible clippings discharged into these areas shall be removed prior to the end of each service day.

h. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's expense. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above-mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

a.) String trimming with nylon cord only shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.

b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.

c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.

d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. Further, the contractor will be especially careful to blow across garage openings and lanais first, and then aim their blowers out and away from both to help prevent clippings from gathering unnecessarily in these areas.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign-posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one fourth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks or thirteen (13) times annually. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

In general plantings may be:

- A) Screens & Borders: Hedges such as Viburnum, Holly, and Podocarpus grown to define beds or hide views. Not grown for blooms these are to be trimmed as needed to maintain a neat appearance and remain at a desired size and shape. Periodic reduction or pocket pruning may be required to maintain density and should be communicated to the property manager when required.*
- B) Flowering shrubs: Material planted primarily to show off blooms and add color such as Hibiscus, Ixora, and Azalea. To be maintained to keep desired size and shape with attention timing trimming to provide maximum blooms. While it is desirable to avoid trimming during times of peak bloom, it is not acceptable that the plant grows uncontrollably. Hand pruning or other techniques may be required*

during the times of peak bloom to keep the plant from losing its structure. In seasons that the plant is not blooming regular pruning for size and shape shall be provided.

- C) Ground Covering Plants: Examples are Jasmine Vines, Junipers, Perennial Peanut, and Flax Lily. Maintain plantings so that they are contained within the desired borders of their beds. Allow growth that promotes increased density of the ground cover up to the desired height, then prune to maintain the desired height and create a solid surface. Occasional pruning of thick limbs may be required to avoid an inconsistent surface. Dead material should be hand pruned from the plants. Blooms that have lost their color should be pruned off of the plants as well.*
- D) Feature Plantings: Examples are Crotons, Birds of Paradise, and Ti Plants. Regular pruning is not desirable and selective hand pruning to maintain a clean appearance is the desired technique. As needed selective reduction pruning should be done to promote thicker growth and to remove limbs that have grown out of proportion with the desired size and shape of the planting.*
- E) Ornamental Grasses: Examples are Muhly and Fakahatchee Grasses. Trimming should be done to keep the plants from interfering with sidewalks and covering adjacent plant materials. Side trimming to keep a desired shape and to remove material that falling away from the plant should be done when needed. At least one time per year grasses should be trimmed to near ground using a height and technique suitable for the species. In the case of Muhly grass this should not occur until after the flowers have lost their color.*

The following are the general standards.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by management.
- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to management and acquire approval prior to performing the work. Reasons for extra pruning may include:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation

from adjacent plant material.

- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year in February or March.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non-selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each visit. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints in poured concrete or asphalt pavement or in driveway pavers are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in contract.
- b. All litter shall be *removed* from the property and disposed of offsite.

2. Communication

- a. Contractor will communicate with management daily or during each visit for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by management which details all aspects of the previous week's

maintenance activities.

- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management by the 5th of each month electronically or via U.S. mail. Also, Contractor will be required to attend weekly operations meetings with their Account Manager, Irrigation and Lawn & Ornamental Care Managers present (others may be required) at which time they will be expected to produce an updated weekly schedule and discuss the week's operational plan.
- d. Contractor agrees to take part in monthly inspections of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre-inspection meeting.

3. Contractor Personnel

- a. The Contractor shall have a well-experienced site manager on property at all times when the crew is present. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniforms that distinguishes them from the crew. The site manager should communicate with management routinely and submit a report of the crew's accomplishments at the end of each visit. In order to maintain continuity, the same site manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel, for the time needed to properly execute the work outlined in this scope of work, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 6:00 PM, with no power equipment operating around guest quarters before 9:00 AM.

SCHEDULE "B" –TURF CARE PROGRAM ·ST.AUGUSTINE

A. Application Schedule

Application

March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow-release Nitrogen fertilization with insect control and weed control
July:	Balanced turf fertilizer 16-0-8 with slow-release Nitrogen.
October:	Heavy fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .51bs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" -TURF CARE PROGRAM - BAHIA (If treatment is necessary)

A. Application Schedule

Application

March:	Complete granular N-P-K fertilizer and broadleaf weed control to include blanket pre- emergent herbicide application.
May:	Complete granular N-P-K fertilizer and Mole Cricket control.
July:	Complete granular N-P-K fertilizer.
October:	Broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for Ph and chemical makeup. The results will be provided to management along with the contractor's

recommendation as to any changes in the turf care program based on these results.

2. Insect and Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

No warranty is provided for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Spring granular fertilization and insect/disease control
as needed	
June: August:	Minor nutrient blend with insect/disease control Granular fertilization and insect/disease control as needed.
October:	Fall granular fertilization and insect/disease control as needed

Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil PH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well

as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the Tree / Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over

35' in overall height will require special consideration and are therefore excluded from this program.

- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dachtylifera, Sylvester, Canary Island Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium Wilt that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "D" -SPECIAL SERVICES

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of December, March, June, and September.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 W' individual pots.
- d. Contractor will obtain prior approval of plant selection from management before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:

- Removal of all litter and debris.
 - Beds are to always remain weed - free.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
 - c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
 - d. Pre-emergent herbicides are not to be used in flower beds.
 - e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated in the contract, if this applies.
- b. Installation will be completed within a four-week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 1.5" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera and Sylvester Date) in excess of 12' CT will be trimmed two times per year in June and December. Specimen

palms should be trimmed so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.

2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
3. All palms including Washingtonia and Queen, in excess 12' CT will be trimmed once per year in the months of August/September.
4. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
5. All other palms should be trimmed with remaining fronds left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
6. When trimming, cut the frond close to the trunk without leaving "stubs".

SCHEDULE "E" –IRRIGATION MAINTENANCE

A. Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements including adjusting of rain sensor.
8. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in the contract.
- b. Request for authorization must be submitted to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.

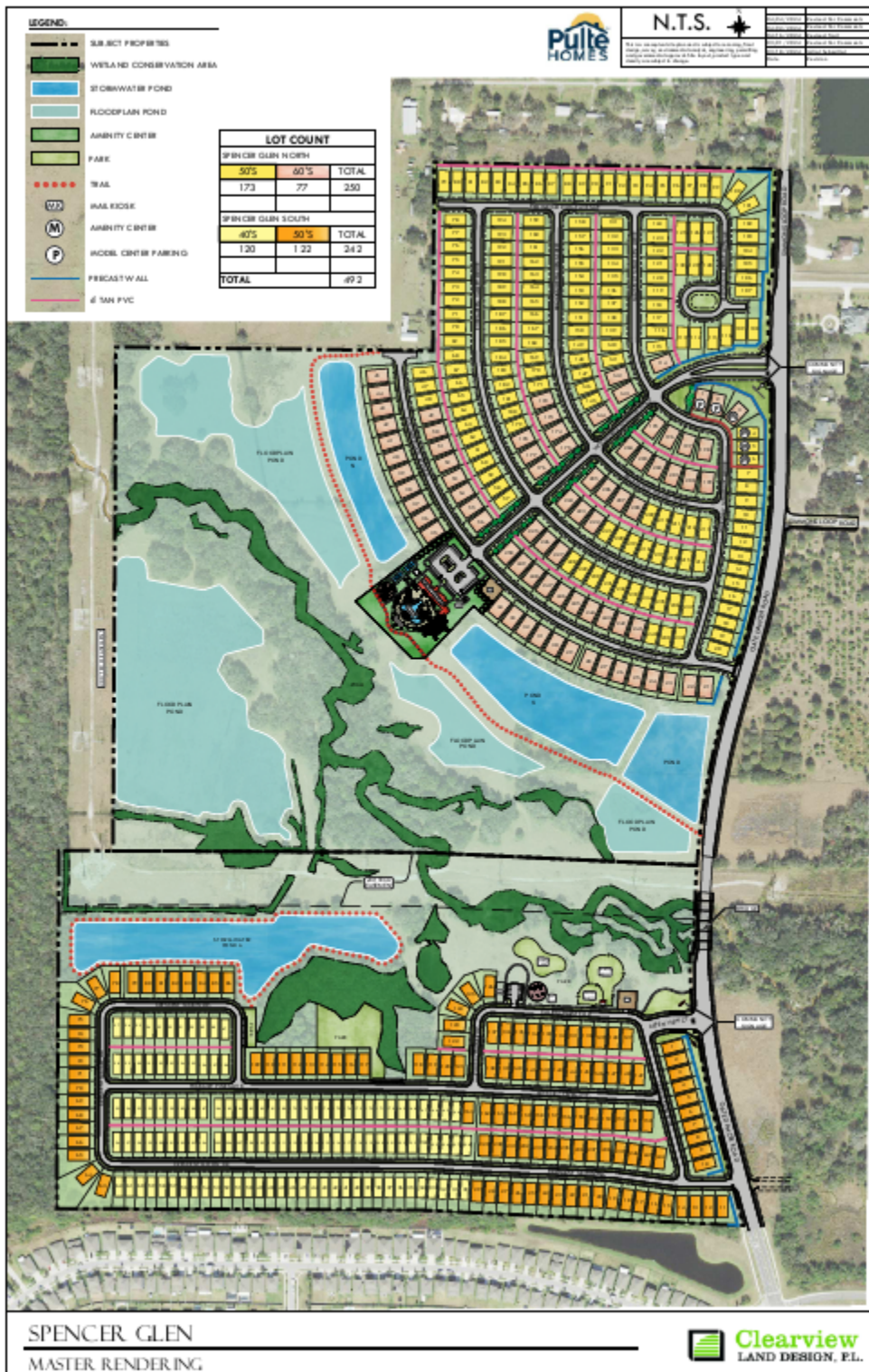
2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis

at the rates as outlined in the contract.

- b. When not an emergency, request for authorization must be submitted in written form to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.
3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
 - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Exhibit B: Landscape Maintenance Map



SPENCER GLEN
Interactive Site Availability Map



Exhibit C: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective _____, 2024 (the "Agreement"), by and between:

SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida (the "District"), and

SR LANDSCAPING, LLC D/B/A SUNRISE LANDSCAPE, with an address of 5521 Baptist Church Road, Tampa, Florida 33610 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**SIMMONS VILLAGE NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

SR LANDSCAPING, LLC D/B/A SUNRISE LANDSCAPE

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 147,990	\$ -	\$ -	\$ 147,990
Investments				
Revenue	-	442,114	-	442,114
Construction	-	-	9,216	9,216
Interest	-	3	-	3
Due from Landowner	37,394	171,120	-	208,514
Due from other fund	4,058	-	-	4,058
Total assets	<u>\$ 189,442</u>	<u>\$ 613,237</u>	<u>\$ 9,216</u>	<u>\$ 811,895</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,800	\$ -	\$ -	\$ 1,800
Landowner advance	6,000	-	-	6,000
Landowner advance - legal ad.	7,500	-	-	7,500
Total liabilities	<u>15,300</u>	<u>-</u>	<u>-</u>	<u>15,300</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>37,394</u>	<u>171,120</u>	<u>-</u>	<u>208,514</u>
Total deferred inflows of resources	<u>37,394</u>	<u>171,120</u>	<u>-</u>	<u>208,514</u>
Fund balances:				
Restricted for:				
Debt service	-	442,117	-	442,117
Capital projects	-	-	9,216	9,216
Unassigned	<u>136,748</u>	<u>-</u>	<u>-</u>	<u>136,748</u>
Total fund balances	<u>136,748</u>	<u>442,117</u>	<u>9,216</u>	<u>588,081</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 189,442</u>	<u>\$ 613,237</u>	<u>\$ 9,216</u>	<u>\$ 811,895</u>

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 127,762	\$ 280,682	46%
Landowner contribution		35,000	159,858	22%
Lot Closing Assessments	15,589	45,357	-	N/A
Total revenues	15,589	208,119	440,540	47%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	23,775	48,000	50%
Legal	1,057	2,943	20,000	15%
Engineering	-	-	3,000	0%
Audit	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	1,167	2,000	58%
Trustee*	-	4,256	6,500	65%
Telephone	17	117	200	59%
Postage, phone, fax	-	55	500	11%
Printing & binding	42	292	500	58%
Legal advertising	-	2,952	2,000	148%
Annual special district fee	-	175	175	100%
Insurance	-	3,767	5,700	66%
EMMA-software Services	-	2,500	-	N/A
Contingencies/bank charges	-	-	1,500	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	5,283	41,999	98,465	43%
Field Operations				
Landscape maintenance	-	20,466	150,000	14%
Mulch	-	-	25,000	0%
Irrigation Repairs	-	1,380	5,000	28%
landscape Replacement	-	-	5,000	0%
Pressure Washing	-	-	5,000	0%
Holiday Decorations	-	-	5,000	0%
General Repairs/Supplies	-	-	10,000	0%
Ponds & Conservation Areas	1,150	2,300	25,000	9%
Unbudgeted Expenses Street Sign	-	1,260	-	N/A
Property insurance	-	-	15,000	0%

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Utilities				
Electric- common area	-	-	5,000	0%
Streetlights	3,807	19,135	75,000	26%
Total field operations	4,957	44,541	325,000	14%
Total expenditures	10,240	86,540	423,465	20%
Excess/(deficiency) of revenues over/(under) expenditures	5,349	121,579	17,075	
Fund balances - beginning	131,399	15,169	15,219	
Assigned				
Reserves	-	-	17,075	
Unassigned	-	136,748	15,219	
Fund balances - ending	<u>\$ 136,748</u>	<u>\$ 136,748</u>	<u>\$ 32,294</u>	

*These items will be realized when bonds are issued.

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	-	362,707	785,188	46%
Interest	\$ 1,215	\$ 3,315	-	N/A
Lot closing assessments	19,881	74,945	-	N/A
Total revenues	<u>21,096</u>	<u>440,967</u>	<u>785,188</u>	56%
EXPENDITURES				
Debt service				
Principal	-	100,000	100,000	100%
Interest	-	313,076	623,714	50%
Total expenditures	<u>-</u>	<u>413,076</u>	<u>723,714</u>	57%
				N/A
Excess/(deficiency) of revenues over/(under) expenditures	21,096	27,891	61,474	45%
Fund balances - beginning	<u>421,021</u>	<u>414,226</u>	<u>413,773</u>	
Fund balances - ending	<u>\$ 442,117</u>	<u>\$ 442,117</u>	<u>\$ 475,247</u>	

**SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 33	\$ 65,338
Total revenues	<u>33</u>	<u>65,338</u>
EXPENDITURES		
Construction costs - Developer	<u>2,482</u>	<u>3,660,835</u>
Total expenditures	<u>2,482</u>	<u>3,660,835</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,449)	(3,595,497)
Fund balances - beginning	<u>11,665</u>	<u>3,604,713</u>
Fund balances - ending	<u><u>\$ 9,216</u></u>	<u><u>\$ 9,216</u></u>

2:42 PM

04/30/25

Simmons Village North CDD
Check Detail
March 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	CBI	03/24/2025	TECO TAMPA ELECTRIC		101.000 · Truist - Checking 5611		-3,807.61
Bill	8635 ...	03/24/2025			520.202 · Streetlights	-3,807.61	3,807.61
TOTAL						-3,807.61	3,807.61
Bill Pmt -Check	10054	03/24/2025	ECO-LOGIC SERVICES LLC		101.000 · Truist - Checking 5611		-1,150.00
Bill	4978	03/24/2025			520.108 · Ponds & Conservation Areas	-1,150.00	1,150.00
TOTAL						-1,150.00	1,150.00
Bill Pmt -Check	10055	03/24/2025	KUTAK ROCK LLP		101.000 · Truist - Checking 5611		-1,057.15
Bill	35354...	03/24/2025			514.310 · Legal Fees	-1,057.15	1,057.15
TOTAL						-1,057.15	1,057.15
Bill Pmt -Check	10056	03/24/2025	WRATHELL, HUNT & ASSOCIATES,...		101.000 · Truist - Checking 5611		-4,225.00
Bill	2025-...	03/24/2025			512.311 · Management Fees	-4,000.00	4,000.00
					519.411 · Telephone	-16.67	16.67
					519.470 · Printing and Binding	-41.67	41.67
					513.311 · Dissemination Fee	-166.66	166.66
TOTAL						-4,225.00	4,225.00
Check	10057	03/24/2025	SIMMONS VILLAGE NORTH CDD		101.000 · Truist - Checking 5611		-19,881.47
					207.201 · Due to Debt Service Fund	-19,881.47	19,881.47
TOTAL						-19,881.47	19,881.47
Check	10058	03/25/2025	SUNRISE LANDSCAPE		101.000 · Truist - Checking 5611		-9,613.00
					520.101 · Landscape Maintenance	-9,613.00	9,613.00
TOTAL						-9,613.00	9,613.00

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Simmons Village North Community Development District held Public Hearings and a Regular Meeting on August 7, 2024 at 11:00 a.m., at the Pulte Office, 2662 S. Falkenburg Road, Riverview, Florida 33578.

Present:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Connor Gallagher	Assistant Secretary

Also present:

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC
Tucker Mackie (via telephone)	District Counsel
Ryan Dugan (via telephone)	Kutak Rock LLP
Melisa Sgro	Supervisor-appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:03 a.m.

Supervisors Lefere, Aponte and Gallagher were present. Supervisors Law and Bosch were absent.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Max Law
[Seat 1]; Term Expires November 2026**

Ms. Suit presented Mr. Max Law's resignation.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the resignation of Mr. Max Law, from Seat 1, was accepted.

FOURTH ORDER OF BUSINESS**Consider Appointment of Melisa Sgro to Fill Unexpired Term of Seat 1**

Mr. Lefere nominated Ms. Melisa Sgro to fill Seat 1.

No other nominations were made.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the appointment of Ms. Melisa Sgro to fill Seat 1, was approved.

- **Administration of Oath of Office (the following will also be provided in a separate package)**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Melisa Sgro. Ms. Sgro is already familiar with the items in the Supervisor package.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligation and Responsibilities**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers****FIFTH ORDER OF BUSINESS****Consideration of Resolution 2024-17, Electing and Removing Officers of the District and Providing for an Effective Date**

Ms. Suit presented Resolution 2024-17. The following was nominated:

Melisa Sgro

Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Max Law

Assistant Secretary

The following prior appointments by the Board remain unaffected by this Resolution:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Connor Gallagher	Assistant Secretary
Colbie Bosch	Assistant Secretary
Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2024-17, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

A. Affidavit of Publication

B. Consideration of Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Public Hearing was opened.

This item was deferred to the Continued Meeting on August 26, 2024.

SEVENTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments

to Fund the Budget for Fiscal Year
2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

C. Consideration of Resolution 2024-19, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Public Hearing was opened.

This item was deferred to the Continued Meeting on August 26, 2024.

EIGHTH ORDER OF BUSINESS

Consideration of Direct Collection Agreement FY2025

This item was deferred.

NINTH ORDER OF BUSINESS

Consideration of FY2025 Deficit Funding Agreement

This item was deferred.

TENTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Ms. Suit presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Lefere and seconded by Mr. Gallegher, with all in favor, the Goals and Objectives developed and the Performance Measures/Standards & Annual Reporting Form, were approved.

ELEVENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates

This item was deferred.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2024-20, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023

This item was deferred.

THIRTEENTH ORDER OF BUSINESS

Ratification of Acquisition of Improvements

Mr. Dugan discussed the Acquisition of Improvements process and documents related to acquisition of some Capital Improvement Plan (CIP) improvements. The value of those improvements is approximately \$7.4 million. The documentation provided by the developer was reviewed and the acquisition documents were executed.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Acquisition of Improvements and the related documents, were ratified.

FOURTEENTH ORDER OF BUSINESS

Consideration of Resolution 2024-09, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

178

179 **FIFTEENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of June 30, 2024

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- 182 •
- Check Register**

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184 On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the
185 Unaudited Financial Statements as of June 30, 2024 and Check Register, were
186 accepted.

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189 **SIXTEENTH ORDER OF BUSINESS**Approval of June 5, 2024 Regular Meeting
Minutes

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192 On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the
193 June 5, 2024 Regular Meeting Minutes, as presented, were approved.

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196 **SEVENTEENTH ORDER OF BUSINESS**

Staff Reports

197

- 198
- A. District Counsel: Kutak Rock LLP**

- 199
- B. District Engineer: Stantec**

200 There were no reports from District Counsel or the District Engineer.

- 201
- C. District Manager: Wrathell, Hunt and Associates, LLC**

- 202 •
- NEXT MEETING DATE: September 4, 2024 at 11:00 AM**

- 203 ○
- QUORUM CHECK**

204 The Continued Meeting will be held on August 26, 2024 at 11:00 a.m.

205

206 **EIGHTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

207

208 There were no Board Members comments or requests.

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210 **NINETEENTH ORDER OF BUSINESS**

Public Comments

211

212 No members of the public spoke.

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214 TWENTIETH ORDER OF BUSINESS

Adjournment

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On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the meeting recessed at 11:14 a.m., and was continued to August 26, 2024 at 11:00 a.m., at the Pulte Office, 2662 S. Falkenburg Road, Riverview, Florida 33578.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Simmons Village North Community Development District held Continued Public Hearings and a Regular Meeting on August 26, 2024 at 11:00 a.m., at the Pulte Office, 2662 S. Falkenburg Road, Riverview, Florida 33578.

Present:

Brady Lefere	Chair
Connor Gallagher	Assistant Secretary
Melisa Sgro	Assistant Secretary

Also present:

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC
Ryan Dugan (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:02 a.m.

Supervisors Lefere, Sgro and Gallagher were present. Supervisors Aponte and Bosch were absent.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Continued Public Hearing on Adoption of
Fiscal Year 2024/2025 Budget**

**On MOTION by Mr. Lefere and seconded by Mr. Gallagher, with all in favor, the
Public Hearing was opened.**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Suit presented Resolution 2024-18. She stated that Staff and the Chair made a few last-minute changes to the proposed Fiscal Year 2025 budget. She reviewed the off-roll assessments on Page 9 of the proposed Fiscal Year 2025 budget.

Discussion ensued regarding debt service and the bond issuances.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Mr. Gallagher, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Mr. Gallagher, with all in favor, Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Continued Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was opened.

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-19, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-19.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2024-19, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Direct Collection Agreement FY2025

Ms. Suit presented the Direct Collection Agreement FY2025 between the CDD and Pulte Home company, LLC and JEN TAMPA 9 LLC.

Asked if the Agreement is a standard form similar to those used in other CDDs, Mr. Dugan replied affirmatively.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Direct Collection Agreement for Fiscal Year 2025, was approved.

SIXTH ORDER OF BUSINESS

Consideration of FY2025 Deficit Funding Agreement

Ms. Suit presented the Fiscal Year 2025 Deficit Funding Agreement between the CDD and Pulte Home Company, LLC. She stated that this is related to the Landowner contribution to fund any deficit, should it be necessary.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Fiscal Year 2025 Deficit Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates (to potentially be provided under separate cover)

Ms. Suit noted that the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023 has not been received yet from Grau & Associates.

A. Consideration of Resolution 2024-20, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

This item was deferred.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Stantec

There were no reports from District Counsel or the District Engineer.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: September 4, 2024 at 11:00 AM**

- **QUORUM CHECK**

The September 4, 2025 meeting will be cancelled.

Mr. Dugan suggested authorizing the Chair to approve the Audited Financials in between meetings.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, authorizing the Chair to approve the Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates and to execute the related documents and present for ratification at a future meeting, was approved.

NINTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Member comments or requests.

TENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the meeting adjourned at 11:11 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES C

DRAFT
MINUTES OF MEETING
SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

A Landowners' Meeting of the Simmons Village North Community Development District was held on November 5, 2024 at 1:00 p.m., at the offices of D.R. Horton, 3501 Riga Blvd., Ste 100, Tampa, Florida 33619.

Present:

Jamie Sanchez	District Manager/Proxyholder
Ryan Dugan (via telephone)	Kutak Rock

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 1:04 p.m., and called the roll, as specified above. No Landowners, Landowner representatives or Proxy Holders were present; therefore, the Landowners' Election could not occur and no action would be taken.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4, 5]

A. Nominations

B. Casting of Ballots

- Determine Number of Voting Units Represented
- Determine Number of Voting Units Assigned by Proxy

C. Ballot Tabulation and Results

FIFTH ORDER OF BUSINESS

Landowners' Questions/Comments

SIXTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 1:04 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SIMMONS VILLAGE NORTH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



April 22, 2025

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2025, listed below.

Community Development District	Number of Registered Electors
Simmons Village North CDD	0

We ask that you respond to our office with a current list of CDD office holders by **June 1st** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or pthomas@votehillsborough.gov.

Respectfully,

Patricia "Patti" Thomas
Administrative Assistant/Candidate Services



SIMMONS VILLAGE NORTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Pulte Office, 2662 S. Falkenburg Road, Riverview, Florida 33578</i>		
<i>¹D.R. Horton Office, 3501 Riga Blvd., Suite 100, Tampa, Florida 33619</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2024 CANCELED	Regular Meeting	10:00 AM
November 5, 2024 ¹	Landowners' Meeting	1:00 PM
November 6, 2024 CANCELED	Regular Meeting	10:00 AM
December 4, 2024 CANCELED	Regular Meeting	10:00 AM
February 5, 2025 CANCELED	Regular Meeting	10:00 AM
March 5, 2025 CANCELED	Regular Meeting	10:00 AM
April 2, 2025 CANCELED	Regular Meeting	10:00 AM
May 7, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	10:00 AM
June 4, 2025	Regular Meeting	10:00 AM
July 2, 2025	Regular Meeting	10:00 AM
August 6, 2025	Regular Meeting	10:00 AM
September 3, 2025	Regular Meeting	10:00 AM