May 10, 2023 BOARD OF SUPERVISORS REGULAR MEETING AGENDA

AGENDA LETTER

Osceola Village Center 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

May 3, 2023

ATTENDEES:

Board of Supervisors Osceola Village Center Community Development District Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Osceola Village Center Community Development District will hold a Regular Meeting on May 10, 2023 at 11:00 a.m., at the Hampton Inn & Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2023*
 - Administration of Oath of Office to Newly Appointed Supervisor (*the following to be provided in separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
 - Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
- 4. Consideration of Resolution 2023-03, Approving Proposed Budget(s) for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

- 5. Consideration of Resolution 2023-04, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date
- 6. Consideration of Cost Share Agreement (HOA & Exterior Property Owners)
- 7. Consideration of Resolution 2023-05, Amending Resolution 2022-07 and Providing a Schedule for the Direct Collection of Assessments; Addressing Conflicts; Providing a Severability Clause; and Providing an Effective Date
- 8. Consideration of Osceola Village Homeowners' Association, Inc., Amended and Restated CDD/HOA Maintenance Agreement
- 9. Ratification of Osceola County Property Appraiser Agreements
 - A. Data Sharing and Usage
 - B. Uniform Method of Collection
- 10. Acceptance of Unaudited Financial Statements as of March 31, 2023
- 11. Approval of December 14, 2022 Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - 4 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: June 14, 2023 at 11:00 AM
 - QUORUM CHECK

SEAT 1	Melissa Henry	IN PERSON	PHONE	No
SEAT 2	ERIC MARKS	IN PERSON	PHONE	No
Seat 3	RICHARD BROWNING	IN PERSON	PHONE	No
Seat 4	John Ogden	IN PERSON	PHONE	No
Seat 5		IN PERSON	PHONE	No

- 13. Board Members' Comments/Requests
- 14. Public Comments

Board of Supervisors Osceola Village Center Community Development District May 10, 2023, Regular Meeting Agenda Page 3

15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely, 9

Craig Wrathell District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730



RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

SECTION 1. ______ is appointed Chair.

SECTION 2. ______ is appointed Vice Chair.

SECTION 3. ______ is appointed Assistant Secretary.

is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

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

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

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PASSED AND ADOPTED this 10th day of May, 2023.

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ATTEST:

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 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 Osceola Village Center Community Development District ("District") prior to June 15, 2023, proposed budget(s) ("Proposed Budget") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("Fiscal Year 2023/2024"); 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 OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 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:

LOCATION: Hampton Inn & Suites by Hilton 4971 Calypso Cay Way Kissimmee, Florida 34746

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments 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 10TH DAY OF MAY, 2023.

ATTEST:

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2024

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2024

	Fiscal Year 2023									
	A	dopted	4	Actual	Pi	rojected		Total	Α	dopted
		Budget		hrough		hrough	A	ctual &		Budget
	F	Y 2023	3/3	31/2023	9/	30/2023	P	rojected	F`	Y 2024
REVENUES										
Assessment levy: on-roll - gross	\$	93,343							\$	93,343
Allowable discounts (4%)		(3,734)								(3,734)
Assessment levy: on-roll - net		89,609	\$	-	\$	-	\$	-		89,609
Assessment levy: off-roll		-		39,005		11,991		50,996		-
Landowner contribution		-		4,984		-		4,984		-
Lot closing assessments				36,746		-		36,746		
Total revenues		89,609		80,735		11,991		92,726		89,609
EXPENDITURES										
Professional & administrative										
Management/accounting/recording**		45,000		22,500		22,500		45,000		45,000
Legal		20,000		5,921		14,079		20,000		20,000
Engineering		1,200		, -		1,200		1,200		1,200
Audit		4,500		-		4,500		4,500		4,500
Arbitrage rebate calculation*		500		-		500		500		500
Dissemination agent*		1,000		500		500		1,000		1,000
Trustee*		5,000		-		5,000		5,000		5,000
Telephone		200		100		100		200		200
Postage		500		94		406		500		500
Printing & binding		500		250		250		500		500
Legal advertising		1,500		85		1,415		1,500		1,500
Annual special district fee		175		175		-		175		175
Insurance		5,500		5,375		125		5,500		5,500
Meeting room rental		750		-		750		750		750
Contingencies/bank charges		500		120		380		500		500
Website hosting & maintenance		705		705		-		705		705
Website ADA compliance		210		210		-		210		210
Tax collector		1,867		-		-		-		1,867
Total expenditures		89,607		36,035		51,705		87,740		89,607
Excess/(deficiency) of revenues										
over/(under) expenditures		2		44,700		(39,714)		4,986		2
		-		,. 00		(00,11)		.,000		-
Fund balance - beginning (unaudited)		-		(4,959)		39,741		(4,959)		-
Fund balance - ending	\$	2	\$	39,741	\$	27	\$	27	\$	2
* These items will be realized when bonds are	issue									

* These items will be realized when bonds are issued

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Professional & administrative \$ 45,000 Management/accounting/recording** 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. 20,000 Legal 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. 1,200 Engineering 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 4,500 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*** 1,000 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. 200 Telephone Telephone and fax machine. 500 Postage Mailing of agenda packages, overnight deliveries, correspondence, etc. Printing & binding 500 Letterhead, envelopes, copies, agenda packages Legal advertising 1,500 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 5,500 The District will obtain public officials and general liability insurance. Meeting room rental 750 Contingencies/bank charges 500 Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc. Website hosting & maintenance 705 Website ADA compliance 210 \$ 89.607

Total expenditures

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2021 BOND BUDGET FISCAL YEAR 2023

		Fiscal Year 2023					
	Adopted	Actual	Projected	Total	Adopted		
	Budget	through	through	Projected	Budget		
	FY 2023	3/31/2023	9/30/2023	& Actual	FY 2024		
REVENUES							
Assessment levy: on-roll	\$258,473				\$ 258,473		
Allowable discounts (4%)	(10,339)				(10,339)		
Net assessment levy - on-roll	248,134	\$-	\$-	\$-	248,134		
Assessment levy: off-roll	-	107,506	33,059	140,565	-		
Lot closing assessments	-	102,400	-	102,400	-		
Interest	-	3,130	-	3,130			
Total revenues	248,134	213,036	33,059	246,095	248,134		
EXPENDITURES Debt service							
Principal	90,000	-	90,000	90,000	95,000		
Interest	147,721	73,861	73,860	147,721	145,584		
Tax collector	5,169			5,169	5,169		
Total expenditures	242,890	73,861	163,860	237,721	245,753		
Excess/(deficiency) of revenues over/(under) expenditures	5,244	139,175	(130,801)	8,374	2,381		
Fund balance:							
Net increase/(decrease) in fund balance	5,244	139,175	(130,801)	8,374	2,381		
Beginning fund balance (unaudited)	199,051	199,599	338,774	199,599	207,973		
Ending fund balance (projected)	\$204,295	\$338,774	\$207,973	\$207,973	210,354		
Use of fund balance:							
Debt service reserve account balance (requ	iired)				(120,190)		
Interest expense - November 1, 2024	,				(71,664)		
Projected fund balance surplus/(deficit) as o	of September	30, 2024			\$ 18,500		
-	•				<u>,</u>		

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT SERIES 2021 BOND AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
					4,325,000.00
11/01/21			21,229.99	21,229.99	4,325,000.00
05/01/22	90,000.00	2.375%	74,929.38	164,929.38	4,235,000.00
11/01/22			73,860.63	73,860.63	4,235,000.00
05/01/23	90,000.00	2.375%	73,860.63	163,860.63	4,145,000.00
11/01/23			72,791.88	72,791.88	4,145,000.00
05/01/24	95,000.00	2.375%	72,791.88	167,791.88	4,050,000.00
11/01/24			71,663.75	71,663.75	4,050,000.00
05/01/25	95,000.00	2.375%	71,663.75	166,663.75	3,955,000.00
11/01/25			70,535.63	70,535.63	3,955,000.00
05/01/26	100,000.00	2.375%	70,535.63	170,535.63	3,855,000.00
11/01/26			69,348.13	69,348.13	3,855,000.00
05/01/27	100,000.00	2.875%	69,348.13	169,348.13	3,755,000.00
11/01/27			67,910.63	67,910.63	3,755,000.00
05/01/28	105,000.00	2.875%	67,910.63	172,910.63	3,650,000.00
11/01/28			66,401.25	66,401.25	3,650,000.00
05/01/29	105,000.00	2.875%	66,401.25	171,401.25	3,545,000.00
11/01/29	·		64,891.88	64,891.88	3,545,000.00
05/01/30	110,000.00	2.875%	64,891.88	174,891.88	3,435,000.00
11/01/30			63,310.63	63,310.63	3,435,000.00
05/01/31	115,000.00	2.875%	63,310.63	178,310.63	3,320,000.00
11/01/31			61,657.50	61,657.50	3,320,000.00
05/01/32	115,000.00	3.300%	61,657.50	176,657.50	3,205,000.00
11/01/32	·		59,760.00	59,760.00	3,205,000.00
05/01/33	120,000.00	3.300%	59,760.00	179,760.00	3,085,000.00
11/01/33	·		57,780.00	57,780.00	3,085,000.00
05/01/34	125,000.00	3.300%	57,780.00	182,780.00	2,960,000.00
11/01/34			55,717.50	55,717.50	2,960,000.00
05/01/35	130,000.00	3.300%	55,717.50	185,717.50	2,830,000.00
11/01/35			53,572.50	53,572.50	2,830,000.00
05/01/36	135,000.00	3.300%	53,572.50	188,572.50	2,695,000.00
11/01/36			51,345.00	51,345.00	2,695,000.00
05/01/37	140,000.00	3.300%	51,345.00	191,345.00	2,555,000.00
11/01/37			49,035.00	49,035.00	2,555,000.00
05/01/38	140,000.00	3.300%	49,035.00	189,035.00	2,415,000.00
11/01/38			46,725.00	46,725.00	2,415,000.00
05/01/39	145,000.00	3.300%	46,725.00	191,725.00	2,270,000.00
11/01/39			44,332.50	44,332.50	2,270,000.00
05/01/40	150,000.00	3.300%	44,332.50	194,332.50	2,120,000.00
11/01/40			41,857.50	41,857.50	2,120,000.00
05/01/41	155,000.00	3.300%	41,857.50	196,857.50	1,965,000.00
11/01/41			39,300.00	39,300.00	1,965,000.00
05/01/42	165,000.00	4.000%	39,300.00	204,300.00	1,800,000.00
11/01/42			36,000.00	36,000.00	1,800,000.00
05/01/43	170,000.00	4.000%	36,000.00	206,000.00	1,630,000.00
11/01/43			32,600.00	32,600.00	1,630,000.00
05/01/44	175,000.00	4.000%	32,600.00	207,600.00	1,455,000.00
11/01/44			29,100.00	29,100.00	1,455,000.00
05/01/45	185,000.00	4.000%	29,100.00	214,100.00	1,270,000.00

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT SERIES 2021 BOND AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/45			25,400.00	25,400.00	1,270,000.00
05/01/46	190,000.00	4.000%	25,400.00	215,400.00	1,080,000.00
11/01/46			21,600.00	21,600.00	1,080,000.00
05/01/47	200,000.00	4.000%	21,600.00	221,600.00	880,000.00
11/01/47			17,600.00	17,600.00	880,000.00
05/01/48	205,000.00	4.000%	17,600.00	222,600.00	675,000.00
11/01/48			13,500.00	13,500.00	675,000.00
05/01/49	215,000.00	4.000%	13,500.00	228,500.00	460,000.00
11/01/49			9,200.00	9,200.00	460,000.00
05/01/50	225,000.00	4.000%	9,200.00	234,200.00	235,000.00
11/01/50			4,700.00	4,700.00	235,000.00
05/01/51	235,000.00	4.000%	4,700.00	239,700.00	-
11/01/51			-	-	-
Total	4,145,000.00		2,595,272.56	6,740,272.56	

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT PROJECTED FISCAL YEAR 2024 ASSESSMENTS

		On-Roll	Assessments			
Unit Type	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit	
Single Family Townhome	118 186 304	\$ 390.72 253.97	\$ 1,073.57 708.56	\$ 1,464.29 962.53	\$ 1,464.29 962.53	



RESOLUTION 2023-04

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

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

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

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

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

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

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

- Seat #3 (currently held by Richard Browning)
- Seat #4 (currently held by John Ogden)
- Seat #5 (currently Vacant)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

- Seat #1 (currently held by Melissa Henry)
- Seat #2 (currently held by Eric Marks)

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

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

PASSED AND ADOPTED this 10th day of May, 2023.

ATTEST:

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors





RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-07 AND PROVIDING A SCHEDULE FOR THE DIRECT COLLECTION OF ASSESSMENTS; ADDRESSING CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Osceola Village Center Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, on August 10, 2022, the District adopted Resolution 2022-07 addressing, among other things, the collection of debt service assessments ("Assessments") for fiscal year 2022-2023; and

WHEREAS, after the adoption of Resolution 2022-07, it was determined by the District that the Uniform Method of collection of Assessments was unavailable; and

WHEREAS, the District desires to amend Resolution 2022-07 to adopt a schedule for the direct collection of Assessments.

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

SECTION 1. AMENDMENT TO SECTION 3 OF RESOLUTION 2022-07. Section 3 of Resolution 2022-07 is hereby amended is amended in its entirety to read as follows:

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be collected directly by the District in accordance with Florida law as set forth in **Exhibits "A" and "B."**. Assessments directly collected by the District are due in full on January 15, 2023. If Property Owner does not pay such invoice in full prior to January 15, 2023, Property Owner may pay the assessments in several partial, deferred payments and according to the following schedule: 50% due no later than January 15, 2023, 25% due no later than February 1, 2023, and 25% due no later than April 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment-- including any remaining partial, deferred payments for Fiscal Year 2022-2023 -- shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement;

and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein. The decision to collect special assessments by any particular method - e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 2. CONFLICTS. Except as expressly provided herein, all other provisions of Resolution 2022-07 shall be unchanged by this Resolution and shall remain in full force and effect.

SECTION 3. 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.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

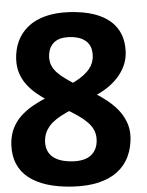
PASSED AND ADOPTED this 10th day of May, 2023.

ATTEST:

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



AMENDED AND RESTATED CDD / HOA MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED CDD / HOA MAINTENANCE AGREEMENT is made and entered into this 10th day of May, 2023, by and between:

Osceola Village Center Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes,* whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"); and

Osceola Village Homeowners' Association, Inc., a Florida not-for-profit corporation, whose address is 28 East Washington Street, Orlando, Florida 32801 (the "Association").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the Parties previously entered into that Agreement for Facility Management, Operation, and Maintenance Services dated May 11, 2022 ("**Previous Agreement**"); and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**") as graphically depicted in the attached **Exhibit B**; and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of 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. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. *Inspection.* Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. Investigation and Report of Accidents/Claims. Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. Adherence to District Rules, Regulations and Policies. Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Compliance with Government Permits, Rules, Regulations, Requirements, and Orders**. The Association shall comply with any and all permits, rules, regulations, requirements, and orders affecting the Property placed thereon by any governmental authority having jurisdiction. At the request of the District, and with at least thirty (30) days' prior written notice to the Association unless an earlier time for response by the District is required by any such governmental authority having jurisdiction over the District and in any such event the Association shall respond within a timeframe such as to allow the District to timely respond to the governmental authority, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the Association's maintenance and operation of the District Property. The Association shall notify the District Manager and District Counsel inwriting of any contact made with the Association relative to the Property by

any such governmental authority having jurisdiction. The Association shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement that are due to Association's failure to respond to the District

- G. *Care of the District's Improvements*. Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- H. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- I. Designation of District Representative. The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's 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 the Work. The District hereby designates the District Manager to act as its representative.

J. Reporting.

- i. Upon request of the District, the Association agrees to meet with the District's representative to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement. If deemed necessary by the District, the Association agrees to meet as frequently as one time per month until items of concern are resolved to the District's satisfaction.
- ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
- iii. The Association shall require that contractors provide and shall provide to the District periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
- iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2023 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, industry standard Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The District shall be an additional insured under all such insurance.

SECTION 6. 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 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party 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 party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party 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.

SECTION 11. 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.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

SECTION 14. Assignment. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. 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.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. 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 Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. 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, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. 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 Association may deliver Notice on behalf of the District and the Association, respectively. 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 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 Association 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 Association and their respective representatives, successors and assigns.

SECTION 22. 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. Venue for any dispute shall be in a court of appropriate jurisdiction in Osceola County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is its District Manager ("Public Records **Custodian**"). Among other requirements and to the extent applicable by law, the Association 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 Association 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 Association'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 Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL INFO@OSCEOLAVILLAGECENTERCDD.NET.

SECTION 24. 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 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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.

SECTION 26. 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.

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

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

Ву:_____

lts:_____

OSCEOLA VILLAGE HOMEOWNERS ASSOCIATION, INC.

Ву:_____

Its:_____

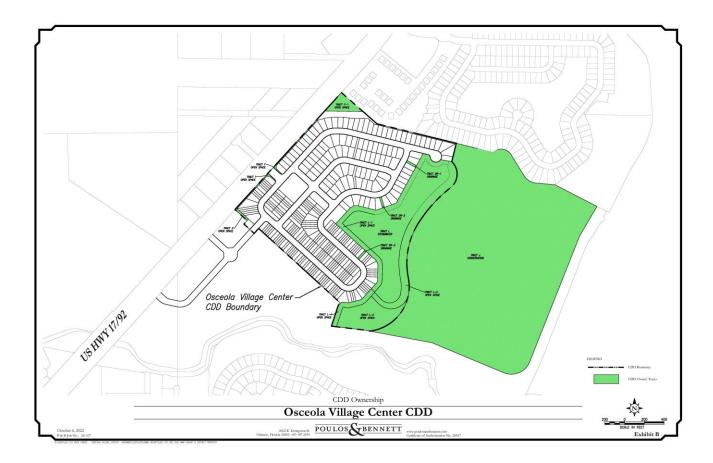
- **EXHIBIT A:** Description of the Improvements
- **EXHIBIT B:** Graphic Depiction of the District Property

EXHIBIT A OSCEOLA VILLAGE CENTER CDD IMPROVEMENTS

The CDD improvements include all pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, control structures and related stormwater facilities along with natural conservation and sodded open space areas.

	Osceola Villa		
Tract	Use Type	Ownership	Maintenance Responsibility
DR-1	Drainage	Osceola Village Center CDD	Osceola Village Center HOA
DR-2	Drainage	Osceola Village Center CDD	Osceola Village Center HOA
DR-3	Drainage	Osceola Village Center CDD	Osceola Village Center HOA
F	Open Space / Buffer	Osceola Village Center CDD	Osceola Village Center HOA
F-1	Open Space / Buffer	Osceola Village Center CDD	Osceola Village Center HOA
1	Open Space / Buffer	Osceola Village Center CDD	Osceola Village Center HOA
J	Conservation	Osceola Village Center CDD	Osceola Village Center HOA
L	Stormwater	Osceola Village Center CDD	Osceola Village Center HOA
L-1	Open Space	Osceola Village Center CDD	Osceola Village Center HOA
L-2	Open Space	Osceola Village Center CDD	Osceola Village Center HOA
L-3	Open Space	Osceola Village Center CDD	Osceola Village Center HOA
L-4	Open Space	Osceola Village Center CDD	Osceola Village Center HOA
Х	Open Space	Osceola Village Center CDD	Osceola Village Center HOA

Exhibit B Graphic Depiction of the District Property







Osceola Village Center CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Osceola Village Center CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, will be protected as follows:

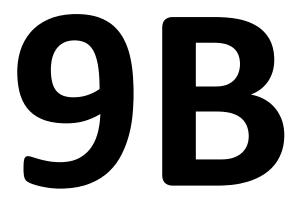
- 1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
- 2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
- 4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
- 5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
- 6. The terms of this Agreement shall commence on January 1, 2023 and shall run until December 31, 2023, the date if signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER	Osceola Village Center CDD
Signature:	Signature:
Print: Katrina S. Scarborough	Print: ELIC MALES
Date:	Title: CHAIRMAN
	Date: 1423

Please returned signed original copy, no later than January 31, 2023.

2505 E IRLO BRONSON MEMORIAL HWY KISSIMMEE, FL 34744 (407) 742-5000 INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG



AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of February 2022. by and between Osceola Village Center Community Development District (CDD), and Katrina S. Scarborough,Osceola County Property Appraiser (Property Appraiser), who understand and agree as follows:

WITNESSETH

Whereas, Osceola Village Center CDD has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes (2015), pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes (2015).

Whereas, section 197.3632(2), Florida Statutes (2015), requires that a written agreement be entered into between Osceola Village Center CDD and Property Appraiser providing for reimbursement by Osceola Village Center CDD of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

Now Therefore the parties agree that:

1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of Osceola Village Center CDD. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.

2. Osceola Village Center CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).

3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). Osceola Village Center CDD also agrees to hold the Property Appraiser harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist Osceola Village Center CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by Osceola Village Center CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by Osceola Village Center CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by Osceola Village Center

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CDD and shall be filed with Osceola Village Center CDD, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2022 non-ad valorem assessment rolls of Osceola Village Center CDD and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of Osceola Village Center CDD save and except during those years when Osceola Village Center CDD in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of Osceola Village Center CDD non-ad valorem or special assessment rolls and levies, including provision by Osceola Village Center CDD to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such

other place or person as each of the parties shall designate by similar notice:

a. Osceola Village Center CDD: <u>2300 Glades Road Suite 410W</u> Boca Raton, Fl 33431

b. Property Appraiser:

2505 E. Irlo Bronson Memorial Highway Kissimmee, Florida 34744-4909

In Witness Where of the parties have hereunto set their hand and seals and such of

them as are corporations have caused these presents to be signed by their duly authorized officers.

By:

ATTEST

Osceola Village Center CDD

By:

As authorized for execution by the _______ of Osceola Village Center CDD at its ______ regular meeting

WITNESSES

OSCEOLA COUNTY PROPERTY APPRAISER:

Katrina S. Scarborough, CFA, CCF, MCF Osceola County Property Appraiser

UNAUDITED FINANCIAL STATEMENTS

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED MARCH 31, 2023

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2023

	General Fund		Capital Projects Fund	Total Governmental Funds	
ASSETS					
Cash	\$ 77,170	\$-	\$-	\$ 77,170	
Investments					
Revenue	-	189,782	-	189,782	
Reserve	-	120,190	-	120,190	
Construction	-	-	9	9	
Interest	-	11	-	11	
Undeposited funds	8,448	21,949	-	30,397	
Due from general fund	-	31,062	-	31,062	
Total assets	\$ 85,618	\$362,994	\$9	\$ 448,621	
LIABILITIES AND FUND BALANCES Liabilities: Due to debt service fund Landowner advance Total liabilities DEFERRED INFLOWS OF RESOURCES	\$ 31,062 6,000 37,062	\$ - - -	\$ - - -	\$ 31,062 6,000 37,062	
Unearned revenue	8,815	24,220		33,035	
Total deferred inflows of resources	8,815	24,220		33,035	
Fund balances: Restricted for: Debt service Capital projects Unassigned Total fund balances		338,774 - - - - - - - - - - - - - - - - - -	- 9 - 9	338,774 9 39,741 378,524	
Total liabilities, deferred inflows of resources and fund balances	\$ 85,618	\$362,994	\$ 9	\$ 448,621	

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MARCH 31, 2023

REVENUES		urrent Aonth	`	Year to Date	Βι	ıdget	% of Budget
Assessment levy: off-roll	\$	2,479	\$	39,005		89,609	44%
Landowner contribution	φ	4,984	ψ	4,984		09,009	44 /0 N/A
Lot closing assessments		1,010		36,746		_	N/A
Total revenues		8,473		80,735		89,609	90%
rotarrovondos		0,470		00,700		00,000	0070
EXPENDITURES							
Professional & administrative							
Management/accounting/recording		3,750		22,500		45,000	50%
Legal		1,070		5,921		20,000	30%
Engineering		-		-		1,200	0%
Audit		-		-		4,500	0%
Arbitrage rebate calculation		-		-		500	0%
Dissemination agent		83		500		1,000	50%
Trustee		-		-		5,000	0%
Telephone		16		100		200	50%
Postage		-		94		500	19%
Printing & binding		42		250		500	50%
Legal advertising		85		85		1,500	6%
Annual special district fee		-		175		175	100%
Insurance		-		5,375		5,500	98%
Meeting room rental		-		-		750	0%
Contingencies/bank charges		16		120		500	24%
Website hosting & maintenance		-		705		705	100%
Website ADA compliance		-		210		210	100%
Total professional & administrative		5,062		36,035		87,740	41%
		0,002		00,000		07,710	1170
Other fees & charges							
Tax collector		-		-		1,867	0%
Total other fees & charges				-		1,867	0%
Total expenditures		5,062		36,035		89,607	40%
i otal oxportation oc		0,002		00,000		00,001	10/10
Excess/(deficiency) of revenues							
over/(under) expenditures		3,411		44,700		2	
		-,		,		_	
Fund balances - beginning		36,330		(4,959)		-	
Fund balances - ending	\$	39,741	\$	39,741	\$	2	
J.		<i>.</i>	-	,			

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND, SERIES 2021 FOR THE PERIOD ENDED MARCH 31, 2023

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Lot closing assessments Interest Total revenues	\$ 6,812 2,775 <u>930</u> 10,517	\$107,506 102,400 3,130 213,036	248,134 	43% N/A N/A 86%
EXPENDITURES Debt service Principal Interest		- 73,861	90,000 147,721	0% 50%
Total debt service Other fees & charges		73,861	237,721	31%
Tax collector Total other fees and charges Total expenditures	 	- - 73,861	5,169 5,169 242,890	0% 0% 30%
Excess/(deficiency) of revenues over/(under) expenditures	10,517	139,175	5,244	
Fund balances - beginning Fund balances - ending	328,257 \$338,774	199,599 \$338,774	199,051 \$204,295	

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND, SERIES 2021 FOR THE PERIOD ENDED MARCH 31, 2023

	Current Month		Year To Date	
REVENUES Total revenues	\$	-	\$	-
EXPENDITURES Total expenditures		-		-
Excess/(deficiency) of revenues over/(under) expenditures		-		-
Fund balances - beginning Fund balances - ending	\$	9 9	\$	9 9

MINUTES

	DR	AFT			
1	MINUTES OF MEETING				
2	OSCEOLA VIL	LAGE CENTER			
3	COMMUNITY DEVELOPMENT DISTRICT				
4	The Decide of Companying of the Occords				
5	·	Village Center Community Development District			
6	held a Regular Meeting on December 14, 2022	, at 11:00 a.m., at the Hampton Inn & Suites by			
7	Hilton, 4971 Calypso Cay Way, Kissimmee, Florid	da 34746.			
8	Present were:				
9					
10	Eric Marks	Chair			
11	Denver Marlow	Assistant Secretary			
12	Richard Browing	Assistant Secretary			
13					
14	Also present were:				
15					
16	Kristen Suit	District Manager			
17	Michal Szymonowicz (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)			
18	Tucker Mackie (via telephone)	District Counsel			
19	Steve Saha (via telephone)	District Engineer			
20	Melissa Henry	Stanley Martin			
21	John Ogden	Stanley Martin			
22					
23					
24	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
25					
26	Ms. Suit called the meeting to order at	t 11:00 a.m. Supervisors Marks, Browning and			
27	Marlow were present. Supervisors Jerman and	Molina were not present.			
28					
29	SECOND ORDER OF BUSINESS	Public Comments			
30					
31	There were no public comments.				
32					
33	THIRD ORDER OF BUSINESS	Acceptance of Resignation of Supervisor,			
34		Richard Jerman [SEAT 1]; Term Expires			
35		November 2025			
36					
37	Ms. Suit presented Mr. Richard Jerman's	s resignation.			
38					
39	On MOTION by Mr. Browning and coost	nded by Mr. Marks, with all in favor, the			
-		-			
40	resignation of Mr. Richard Jerman from	sear 1, was accepted.			
41					
42					

OSCEOLA VILLAGE CENTER CDD DRAFT December 14, 2022 43 FOURTH ORDER OF BUSINESS **Consider Appointment to Fill Unexpired** Term of Seat 1 44 45 Mr. Browning nominated Melissa Henry to fill Seat 1. No other nominations were made. 46 47 On MOTION by Mr. Browning and seconded by Mr. Marks, with all in favor, the 48 49 appointment of Ms. Melissa Henry to fill Seat 1, was approved. 50 51 Administration of Oath of Office to Newly Appointed Supervisor (the following to be 52 ٠ 53 provided in separate package) 54 Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of 55 Office to Ms. Henry. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees 56 Α. 57 Membership, Obligations and Responsibilities Β. **Financial Disclosure Forms** 58 С. Form 1: Statement of Financial Interests 59 Ι. 60 Π. Form 1X: Amendment to Form 1, Statement of Financial Interests Form 1F: Final Statement of Financial Interests 61 **III**. 62 D. Form 8B: Memorandum of Voting Conflict Items 4A through 4D were discussed following the Sixth Order of Business. 63 64 **FIFTH ORDER OF BUSINESS** 65 Acceptance of Resignation of Supervisor, Denver Marlow [SEAT 4]; Term Expires 66 November 2023 67 68 Ms. Suit presented Mr. Denver Marlow's resignation. 69 70 On MOTION by Mr. Marks and seconded by Mr. Browning, with all in favor, the 71 resignation of Mr. Denver Marlow from Seat 4. was accepted. 72 73 74 75 SIXTH ORDER OF BUSINESS **Consider Appointment to Fill Unexpired** 76 Term of Seat 4 77 78 Mr. Browning nominated John Ogden to fill Seat 4. No other nominations were made. 79

	OSCE	OLA VILLAGE CENTER CDD	DRAFT	December 14, 2022
80 81		On MOTION by Mr. Browning and appointment of Mr. John Ogden to	•	Ill in favor, the
82				
83 84	•	Administration of Oath of Office to	o Newly Appointed Supervisor	
85		Ms. Suit, a Notary of the State of F	lorida and duly authorized, adn	ninistered the Oath of
86	Office	e to Mr. Ogden.		
87		Ms. Suit and Ms. Mackie reviewe	d the items listed in the Four	th Order of Business,
88	along	with guidelines for interactions	among Supervisors, recordkee	eping, public records
89	reque	ests, use of CDD email addresses, com	pletion and timely submission of	of forms.
90				
91 92 93 94	SEVEI	NTH ORDER OF BUSINESS		nation of Supervisor, 5]; Term Expires
94 95		Ms. Suit presented Mr. Mark Molin	a's resignation.	
96				
97 98 99 100		On MOTION by Mr. Browning and resignation of Mr. Mark Molina fro	•	ll in favor, the
100 101 102 103	EIGH	TH ORDER OF BUSINESS	Consider Appointme Term of Seat 5	nt to Fill Unexpired
104		This item was deferred.		
105				
106 107 108 109	NINTI	H ORDER OF BUSINESS	Consideration of I Designating Certain O and Providing for an E	
110		Ms. Suit presented Resolution 2023	3-01. Mr. Browning nominated t	he following slate:
111		Chair	Eric Marks	
112		Vice Chair	Richard Browning	
113		Secretary	Craig Wrathell	
114		Assistant Secretary	John Odgen	
115		Assistant Secretary	Melissa Henry	
116		Assistant Secretary	Kristen Suit	

	OSCEOLA VILLAGE CENTER CDD DRAFT	December 14, 2022					
117	No other nominations were made. Prior appointments b	y the Board for Treasurer and					
118	Assistant Treasurer remain unaffected by this Resolution.						
119							
120 121 122 123	On MOTION by Mr. Marks and seconded by Ms. He Resolution 2023-01, Designating Certain Officers of the and Providing for an Effective Date, was adopted.						
124 125 126	TENTH ORDER OF BUSINESS Ratification of	of Disclosure of Public Finance					
127	Ms. Mackie presented the Disclosure of Public Fi	nance and Maintenance of					
128	Improvements to Real Property required by Statute upon issuant	ce of CDD debt. The blanks will					
129	be updated with the new officer information and it will be filed a	nd recorded after approval.					
130							
131 132 133	On MOTION by Mr. Marks and seconded by Mr. Odger Disclosure of Public Finance and Maintenance of In Property, was ratified.						
134 135 136 137 138 139 140	Compliance Procedures (of Adoption of Post Issuance and Remedial Action Written Policies & Procedures ix Certificate)					
140 141	Ms. Mackie presented the Post Issuance Compliance and	d Remedial Action Procedures.					
142	These were included within a Tax Certificate when the Series 202	1 Bonds were issued.					
143							
144 145 146 147	On MOTION by Mr. Marks and seconded by Mr. Brow Adoption of Post Issuance Compliance and Remedial A ratified.	. .					
148 149	Mr. Browning noted a scrivener's error regarding the	Taba Water Authority in the					
150	document presented during the Tenth Order of Business. The foll	owing change was made:					
151 152	Pages 3 and 4: Change "Toro" to "Toho"						
152	TWELFTH ORDER OF BUSINESS Acceptance	of Unaudited Financial					
154	•	is of October 31, 2022					
155 156	Operation & Maintenance (O&M) and debt service assess	ments due were discussed.					

157			
158 159		On MOTION by Mr. Marks and seconded Unaudited Financial Statements as of Oct	
160		<u> </u>	
161			
162	THIRT	EENTH ORDER OF BUSINESS	Approval of August 10, 2022 Public
163			Hearings and Regular Meeting Minutes
164 165			
166		On MOTION by Mr. Marks and seconded	by Mr. Browning, with all in favor, the
167		August 10, 2022 Public Hearings and Reg	
168		were approved.	
169			
170			Chaff Demonstra
171 172	FUUR	TEENTH ORDER OF BUSINESS	Staff Reports
173	Α.	District Counsel: Kutak Rock LLP	
174		Ms. Mackie discussed the following:	
175	\triangleright	The CDD owns and operates, in perpetuit	zy, improvements funded by the CDD's Series
176	2021	bonds, such as stormwater ponds, conservat	ion property and open and park spaces.
177	\triangleright	While the CDD funded the infrastructure, a	a separate agreement exists whereby the HOA
178	maint	ains that infrastructure on the CDD's behalf	, at no cost to the CDD, as opposed to having
179	two s	eparate maintenance budgets for two separate	rate entities. The benefit is that economies of
180	scale	and cost savings are realized as the CDD's m	aintained infrastructure is mostly minimal.
181	\triangleright	In discussions with the Developer, there w	as agreement pertaining to certain properties
182	outsic	le the CDD's boundaries, consisting mostly c	f commercial and multi-family properties that
183	benef	it from the CDD's stormwater improvement	system and conservation property.
184	\triangleright	While those properties were intentionally	v excluded from the CDD's boundaries, a cost
185	share	or contribution is typically received from	n those exterior properties relative to the
186	propo	rtional benefit received from the CDD's imp	rovement plan.
187	\triangleright	The intent was set forth in an Agreeme	nt between the Landowners such that they
188	would	l pay their proportionate share.	
189	\triangleright	Given anticipated closings before the end	of the year, the CDD and HOA need to enter
190	into a	an Agreement with the exterior property	y owners that solidifies their obligation to
191	contri	bute funds to maintain that infrastructure.	

5

	OSCE	DLA VILLAGE CENTER CDD DRAFT December 14, 2022			
192	\triangleright	The HOA is included in the Agreement because the HOA acts as a pass-through entity			
193	and maintains those assets on behalf of the CDD. If that changes, the intent is to document that				
194	the C	D, as the owner and operator of those improvements, is entitled to receive those funds.			
195	\triangleright	This arrangement is fairly typical and will include the exterior property owner's right to			
196	enter	and maintain the improvements, should the CDD fail to do so.			
197		Ms. Mackie suggested authorizing preparation and execution of a Cost Share Agreement			
198	betw	en the HOA and the exterior property owners and delegating the Chair the ability to			
199	reviev	and approve the Agreement, with ratification at the next meeting.			
200					
201 202 203 204 205		On MOTION by Ms. Henry and seconded by Mr. Browning, with all in favor, authorizing District Counsel to prepare a form of Cost Share Agreement between the Homeowners Association and Exterior Property Owners for the Maintenance of Certain CDD Improvements and authorizing the Chair to review and execute the Agreement, was approved.			
206 207					
208	В.	District Engineer: Poulos & Bennett			
209		There was no report.			
210	C.	District Manager: Wrathell, Hunt and Associates, LLC			
211		• NEXT MEETING DATE: January 11, 2023 at 11:00 A.M.			
212		• QUORUM CHECK			
213		The meeting scheduled for January 11, 2023 will be canceled.			
214		Mr. Saha left the meeting at 11:29 a.m.			
215		Discussion of the O&M and debt service assessments due resumed.			
216		Mr. Szymonowicz stated capitalized interest was used to pay assessments through			
217	Nove	ber 1, 2021. Mr. Marks asked if DR Horton paid its A-Bond assessment and pro-rata			
218	share	of O&M assessments at time of closing on 44 lots purchased on June 27, 2022. Ms. Henry			
219	state	the Closing Statement indicates that no O&M was charged for 2022.			
220		Discussion ensued regarding the need to ensure that DR Horton is billed for assessments			
221	relate	to the June 27, 2022 purchase of 44 lots.			
222		Ms. Mackie stated the CDD levied an O&M assessment for the first time for Fiscal Year			
223	2023;	all O&M expenditures for Fiscal Year 2022, which ended September 30, 2022, would have			
224	been	porne by the Developer. She suggested it might be most expedient to circulate an			
225	Asses	ment Roll to the group and delegate Ms. Henry or Mr. Marks to continue the			

December 14, 2022

OSCEOLA VILLAGE CENTER CDD

DRAFT

conversation to make sure the Assessment Roll matches the ownership information and that
the Fiscal Year 2023 assessments that could not be put on the Assessment Roll are direct billed
by the CDD to each builder, in accordance with what the builders owned as of October 1, 2022.
Discussion ensued regarding the need for a corrected Estoppel for a pending sale of four
or five units to a buyer of single-family lots.
Ms. Mackie stated, if the uniform method of collection was not utilized, direct bills with
payment dates and amounts due and owing can be sent to all Landowners; it would be

August to clarify that the CDD was direct billing assessments in Fiscal Year 2023.

Regarding Estoppels needed, Mr. Marks stated the properties in question are Lots 15, 17, 21, 16 and 13; the sale includes completed homes being sold by First Key Residential. Ms. Suit noted, per a recent email, the attached \$53,000 invoice covers all lots in the CDD less the six single-family units and the 136 townhome units being billed via Estoppel.

necessary to follow up in this regard and to amend the Assessment Resolution adopted in

239 Mr. Szymonowicz stated he will review the documentation and prepare the Assessment
240 Roll to ensure that all 304 lots are accounted for; ownership will dictate the next steps.

241 Ms. Henry will represent the CDD in addressing these issues.

242 Mr. Marks stated Estoppels for Debt Service and O&M assessments for Lots 15, 17, 21,

16 and 13 are needed today. Mr. Szymonowicz stated they will be issued by the end of the day.

244

246

233

245 FIFTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

247 There were no Board Members' comments or requests.

248

255

249 SIXTEENTH ORDER OF BUSINESS Public Comments
250
251 No members of the public spoke.
252

253SEVENTEENTH ORDER OF BUSINESSAdjournment254

256On MOTION by Ms. Henry and seconded by Mr. Ogden, with all in favor, the257meeting adjourned at 11:47 a.m.

OSCEOLA VILLAGE CENTER CDD

258		
259		
260		
261		
262		
263	Secretary/Assistant Secretary	Chair/Vice Chair

STAFF REPORTS



MARY JANE ARRINGTON OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Ms. Daphne Gillyard Director of Administrative Services Wrathell, Hunt and Associates, LLC 2300 Glades Road Suite 410W Boca Raton, FL 33431

RE: Osceola Village Center Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Osceola Village Center Community Development District as of April 15, 2023.

The number of registered voters within the Osceola Village Center CDD is four as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

rington

Mary Jane Arrington Supervisor of Elections



BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Hampton Inn & Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022 CANCELED	Regular Meeting	11:00 AM
November 9, 2022 CANCELED	Regular Meeting	11:00 AM
December 14, 2022	Regular Meeting	11:00 AM
January 11, 2023 CANCELED	Regular Meeting	11:00 AM
February 8, 2023 CANCELED	Regular Meeting	11:00 AM
March 8, 2023 CANCELED	Regular Meeting	11:00 AM
April 12, 2023 CANCELED	Regular Meeting	11:00 AM
May 10, 2023	Regular Meeting	11:00 AM
June 14, 2023	Regular Meeting	11:00 AM
July 12, 2023	Regular Meeting	11:00 AM
August 9, 2023	Regular Meeting	11:00 AM
September 13, 2023	Regular Meeting	11:00 AM