

# Charles Cove Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

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A special meeting of the Board of Supervisors for the Charles Cove Community Development District will be held **Friday, April 3, 2020 at 1:00 p.m. using telephonic conferencing due to the COVID-19 Executive Orders 20-52 & 20-69**. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 Participant Code: 796 580 192#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. Discussion regarding Executive Orders 20-52 and 20-69
- 2. Consideration of the Minutes of the February 19, 2020 Board of Supervisors' Meeting
- 3. Consideration of the Minutes of the February 19, 2020 Auditor Selection Committee
- 4. Consideration of Mr. Christopher Wrenn's Resignation Letter & Naming a Replacement for Seat #3

### Business Matters

- 5. Ratification of Polk County Property Appraiser Agreement
- 6. Consideration of Uniform Collection Agreement
- 7. Consideration of Landscaping Proposals
  - a) Down to Earth
  - b) Floralawn
  - c) Prince & Sons
- 8. Consideration of Resolution 2020-35, Delegation Award Resolution (*exhibits provided under separate cover*)
- 9. Review of District Financial Statements

### Other Business

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
- Supervisor Requests and Audience Comments
- Adjournment



**Charles Cove  
Community Development District**

**Executive Orders  
20-52 & 20-69**

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

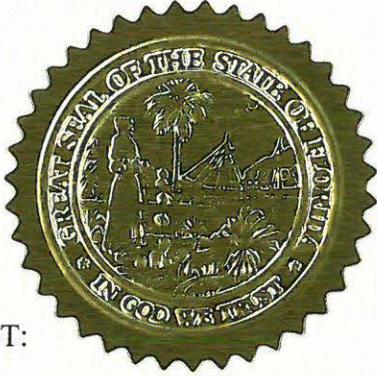
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

*Laurel McKee*  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Signature]*  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

**WHEREAS**, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

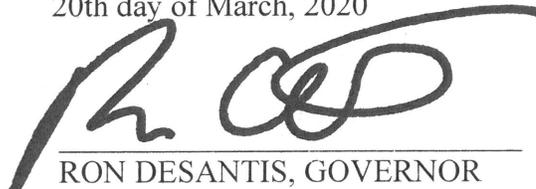
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

TALLAHASSEE, FLORIDA

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# The Ledger

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**CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT PUBLIC MEETING HELD DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19**

Notice is hereby given that the Board of Supervisors ("Board") of the Charles Cove Community Development District ("District") will hold a special meeting of the Board of Supervisors on April 3, 2020 at 1:00 p.m. to be conducted by the following means of communications media technology, such as telephonic conferencing, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The meeting is being held for the necessary public purpose of considering essential public funding issues related to District improvements. At such time the Board is so authorized and may consider any business that may properly come before it.

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically at **1-844-621-3956**, **Participant Code: 796 580 192#**. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at **waldenj@pfm.com** to facilitate the Board's consideration of such questions and comments during the meeting.

A copy of the agenda may be obtained at the offices of the District Manager, c/o PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, Florida 32817 (407) 723-5900, waldenj@pfm.com ("District Manager's Office") during normal business hours.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. There may be occasions when Board Supervisors or

District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Jennifer Walden  
District Manager

3-27; 2020 J72K

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

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**Charles Cove  
Community Development District**

**Minutes of the February 19, 2020  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

**CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING  
Wednesday, February 19, 2020 1:00 p.m.  
Ramada, 43824 US-27, Davenport, FL 33837**

Board Members present:

Timothy Hultgren	Board Member
Branden Eckenrode	Board Member
Bradley Kingsley	Board Member
Sean Bailey	Board Member

Also present were:

Jennifer Walden	PFM
Lynne Mullins	PFM
Kevin Plenzler	PFM (via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.
Bruce Taylor	Dave Schmitt Engineering (via phone)

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Walden called the meeting of the Board of Supervisors of the Charles Cove CDD to order at 1:00 p.m. and the roll was called.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Walden called for any public comments on any agenda items. She noted there were no public comments.

**THIRD ORDER OF BUSINESS**

**Swearing in Newly Elected Board Members**

Ms. Walden noted that Mr. Sean Bailey was sworn in prior to the start of the meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
January 15, 2020 Board of  
Supervisors' Meeting**

The Board reviewed the minutes for the January 15, 2020 Board of Supervisors' Meeting. Mr. Eckenrode provided edits.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board approved the Minutes of the January 15, 2020 Board of Supervisors' Meeting, with changes.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
January 15, 2020 Board of  
Landowners' Meeting**

The Board reviewed the minutes for the January 15, 2020 Landowners' Meeting.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board approved the Minutes of the January 15, 2020 Landowners' Meeting, as presented.

**SIXTH ORDER OF BUSINESS**

**Presentation of Draft Supplemental  
Assessment Methodology Report for  
Phase 1**

Mr. Plenzler presented the Supplemental Assessment Methodology Report for Phase 1. He noted that these are preliminary numbers and issuance is slated for late March/early April. In Table 4, the estimated par sizing is \$6,130,000 which would fund just under \$5,500,000 of capital improvements with Phase 1. In Table 5, it shows that the estimated principal per unit is estimated at \$19,037. In Table 6, the annual assessments are estimated at \$1,162 per unit. He added that these are all preliminary numbers and these have been analyzed on both an acreage and per lot basis for Phase 1. Mr. Plenzler finds these to be reasonably and equitably allocated and there is a benefitted received by each of the District's property owners in excess of the cost of the related assessments. Mr. Van Wyk asked if this Methodology is consistent with the Master Methodology that the Board previously approved. Mr. Plenzler replied that it is.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board approved the Draft Supplemental Assessment Methodology Report for Phase 1.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-30,  
Adopting Internal Controls**

Mr. Van Wyk stated that when the District adopted the Rules of Procedure it was also noted that the District would need to adopt an internal controls policy as well. District Counsel has worked with the District Managers and District Accountants for all of their Districts and came up with internal controls that are sufficient for adoption for the District's operations so there is no issue with waste and fraud and such.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board adopted Resolution 2020-30, Adopting Internal Controls.

**EIGHTH ORDER OF BUSINESS**

**Public Hearing on the District's Use of  
the Uniform Method of Levying,  
Collecting and Enforcing Non Ad-  
Valorem Assessment**

- o Public Comments and Testimony
- o Board Comments

o **Consideration of Resolution 2020-31**

Ms. Walden noted that the public hearing was noticed in the newspaper as required by Florida Statute and requested a motion to open the public hearing.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board opened the Public Hearing.

Ms. Walden stated that there was no one from the public in attendance and asked for a motion to close the public hearing.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board closed the Public Hearing.

Ms. Walden stated that this Resolution authorizes the District to levy and collect assessments on the County's tax roll which is known as the Uniform Method of Collection. Currently the District is Developer Funded but this is needed to be in place so when the District does decide to levy an O&M or Debt Assessment, everything will be in order.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board approved Resolution 2020-31, Adopting the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessment.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**Attorney:** Mr. Van Wyk stated that next up is the validation hearing in March in front of the Judge. After that, there is a 30 day appeal period and then bonds can be issued.

**Engineer:** No Report

**District Manager:** Ms. Walden noted the next scheduled meeting is Wednesday, March 18, 2020 at 1:00 p.m. at this location. There are three public hearings scheduled – one for the budget adoption, one for the rules of procedure and one for the parking enforcement.

**TENTH ORDER OF BUSINESS**

**Audience Comments & Supervisor Requests**

There were no audience comments or Supervisor requests.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There was no further business to discuss. Ms. Walden requested a motion to adjourn.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the February 19, 2020 Meeting of the Board of Supervisors of the Charles Cove Community Development District was adjourned.

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

\_\_\_\_\_  
Chairperson / Vice Chairperson

**Charles Cove  
Community Development District**

**Minutes of the February 19, 2020  
Auditor Selection Committee Meeting**

**MINUTES OF MEETING**

**CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION COMMITTEE MEETING  
Wednesday, February 19, 2020 1:09 p.m.  
Ramada, 43824 US-27, Davenport, FL 33837**

Committee Members present:

Timothy Hultgren	Committee Member
Bradley Kingsley	Committee Member
Branden Eckenrode	Committee Member
Sean Bailey	Committee Member

Also present were:

Lynne Mullins	PFM
Jennifer Walden	PFM
Roy Van Wyk	Hopping Green & Sams, P.A.

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Walden called the meeting of the Auditor Selection Committee of the Charles Cove CDD to order at 1:09 p.m. and the roll was called.

**SECOND ORDER OF BUSINESS**

**Review and Approval of Audit Documents**

- a) **Audit RFP Notice**
- b) **Instructions to Proposers**
- c) **Evaluation Criteria- with and without price**

Ms. Walden explained that the Board needs to review the documents. She stated that the main purpose of the meeting today is for the committee to approve criteria to include price or exclude price. District staff recommended choosing price as part of the evaluation criteria but the Committee is free to decide how they would like to move forward.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Auditor Selection Committee authorized District Staff to issue the RFP and adopted the Evaluation Criteria to include price.

**THIRD ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Ms. Walden requested a motion to adjourn.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the committee adjourned the February 19, 2020 Auditor Selection Committee for the Charles Cove Community Development District.

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

\_\_\_\_\_  
Chairperson / Vice Chairperson

**Charles Cove  
Community Development District**

**Mr. Christopher Wrenn's Resignation Letter  
& Naming a Replacement for Seat #3**

March 13, 2020

To Whom It May Concern:

I, Christopher Wrenn, will no longer be able to serve as a Board Member for the Charles Cove Board of Supervisors. Please accept this letter as my official resignation effective as of the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "CW", with a long horizontal flourish extending to the right.

**CHARLES COVE  
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 CHARLES COVE 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 POLK

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who personally appeared before me, and 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 Charles Cove 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: \_\_\_\_\_

**Charles Cove  
Community Development District**

**Polk County Property Appraiser Agreement**

# CONTRACT AGREEMENT

This Agreement made and entered into on Thursday, February 20, 2020 by and between the Charles Cove Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2020 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Charles Cove Community Development District.
3. The term of this Agreement shall commence on January 1, 2020 and shall run until December 31, 2020, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, the Special District shall provide **proposed assessments no later than Friday, July 17, 2020**, for inclusion on the 2020 TRIM notice which is statutorily mailed within 55 days of July 1. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2020**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2020 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice. The Property Appraiser will require **payment on or before Tuesday, September 15, 2020** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED on the date first above written

By:



Special District Representative

**Tim Hultgren**

Print name

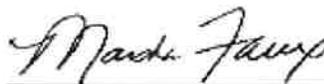
**Chairman**

Title

Marsha M. Faux, CFA, ASA

Polk County Property Appraiser

By:



Marsha M. Faux, Property Appraiser

**Charles Cove  
Community Development District**

**Uniform Collection Agreement**

UNIFORM COLLECTION  
AGREEMENT  
DISTRICT

THIS AGREEMENT made and entered into this 3rd day of, April 2020 by and between Charles Cove Community Development District (“District”), whose address is 12051 Corporate Blvd Orlando FL 32817 and the Honorable Joe G. Tedder, State Constitutional Tax Collector in and for the Polk County Political Subdivision, whose address is Polk County Tax Collectors Office, P.O. Box 1189, Bartow, Florida 33831-1189 (“Tax Collector”).

SECTION I

Findings and Determinations

The parties find and determine:

1. District is authorized to impose and levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology of collection for, certain non-ad valorem special assessments for Lakeside Preserve Community Development District as authorized by constitutional and statutory municipal home rule and by section 197.3632, Florida Statutes (2012) and Rule 12D-18, Florida Administrative Code.

2. The term “Assessments” means those certain levies by the District which purport to constitute non-ad valorem special assessments for Charles Cove CDD improvements and related systems, facilities and services pursuant to Ordinance 19-1666 a non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the District and if it is apportioned to the property fairly and reasonably.

3. The uniform statutory collection methodology is provided in section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code (“uniform methodology”), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and

4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.

5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice issued by the Tax Collector which will produce positive economic benefits to the District and its citizens; and

6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion.

7. The Tax Collector, as the State Constitutional Officer for the county political subdivision, charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the Assessments.

8. The sole and exclusive responsibility to determine, impose and levy the Assessments and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment for Charles Cove CDD and related systems, facilities and services is that of the District and no other person, entity or officer.

## SECTION II

### Applicable Law and Regulations

1. Section 2, Article VIII, Florida Constitution; Chapter 170, Florida Statutes; sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code; and all other applicable provisions of constitutional and statutory law, govern the exercise by the District of its local self-government power to render and pay for municipal services.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida and other applicable provisions of constitutional and statutory law apply to Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for purpose the of collecting and enforcing the collection of non-ad valorem special assessments levied by District.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for District to levy non-ad valorem assessments including such non-ad valorem special assessments as the “Assessments” for Charles Cove CDD and related systems, facilities and services.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to District and to Tax Collector, as well as, to the Department of Revenue and the Property Appraiser in and for the county.

## SECTION III

### Purpose

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem special assessments, the “Assessments,” levied by District to include compensation by District to the Tax Collector for actual costs of collection pursuant to section 197.3632(8)(c), Florida Statutes; payment by District of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the Chair of the Board of Charles Cove Community Development District

or his or her designee, pursuant to section 197.3632(7), Florida Statutes; and reimbursement by District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in section 197.3632(2), Florida Statutes.

#### SECTION IV

##### Term

The term of this Agreement shall commence upon execution, effective for 2020 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless District shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by 10 January of each calendar year, if District intends to discontinue using the uniform methodology for such Assessments pursuant to section 197.3632(6), Florida Statutes (2012) and Rule 12D-18.006(3), Florida Administrative Code, using form DR-412 promulgated by the Florida Department of Revenue.

#### SECTION V

##### Duties and Responsibilities of District

District agrees, covenants and contracts to:

1. Compensate the Tax Collector for collections on behalf of the special assessment district in the amount of two percent (2%) on the balance pursuant to 192.091(2)(b), Florida Statutes and 12D-18.004(2), Florida Administrative Code. The Authority agrees the 2% will be deducted from the balance at the time of each distribution.
2. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by District pursuant to section 197.3632(7), Florida Statutes and Rule 12D-18.004(2) Florida Administrative Code.
3. District upon being timely billed shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. By 15 September of each calendar year, the Chair of the Board of the Charles Cove Community Development District, or his or her designee, shall certify, using DR Form 408 to the Tax Collector the non-ad valorem assessment (“Assessment”) roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. District, or its agent on behalf of District, shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem assessment roll and shall exercise

its responsibility that such non-ad valorem assessment roll be free of errors and omissions. Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

5. District agrees to abide by and implement its duties under the uniform law pursuant to all the provisions of sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

6. District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the District's "Assessment" and that it is the sole responsibility and duty of District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessments.

7. District shall indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector regarding the imposition, levy, roll preparation and certification of the Assessments; District shall pay for or reimburse Tax Collector for fees for legal services rendered to Tax Collector with regard to any such legal action. Nothing herein shall be deemed or construed as a waiver of sovereign immunity by the Tax Collector or the District, and the parties shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent as provided under Section 768.28, Florida Statute, or its successor and as provided under other applicable law.

## SECTION VI

### Duties of the Tax Collector

1. The Tax Collector or its agent shall merge timely the legally certified "Assessment" roll of the District with all non-ad valorem assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by district, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. Tax Collector shall collect the Assessments of District as certified by the Chair of the Charles Cove Community Development District or his or her designee, to the Tax Collector no later than 15 September of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property

Appraiser for the ad valorem rolls submitted to the Department of Revenue, using, DR Form 408, and free of errors or omissions.

3. The Tax Collector agrees to cooperate with District in implementation of the uniform methodology for collecting Assessments pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem assessment roll for the Assessments of District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

4. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request District to file a corrected roll or a correction of the amount of any assessment and District shall bear the cost of any such error or omission.

5. If Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment (“Assessment”) or shall direct District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is effected, District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

## SECTION VII

### Entire Agreement

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

2. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, 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.

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

4. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: Address

Joe G. Tedder  
P.O. Box 1189  
Bartow, FL 33831-1189

b. As to District: Address

Charles Cove Community Development District  
12051 Corporate Blvd  
Orlando FL 32817

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

**POLK COUNTY TAX COLLECTOR**

\_\_\_\_\_  
Joe G. Tedder, Tax Collector

By: Joe G. Tedder  
Printed Name

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: Tim Hultgren, Chairman  
Printed Name

ATTEST:

\_\_\_\_\_

By: Jennifer Walden, Secretary  
Printed Name

As authorized for execution by the District Chairman of Charles Cove CDD  
at its April 3, 2020 Board of Supervisors meeting.

**Charles Cove  
Community Development District**

**Landscaping Proposals**

**Charles Cove  
Community Development District**

**Down to Earth**



LANDSCAPE & IRRIGATION

## Landscape Maintenance Proposal

Attn: Charles Cove Homeowners Association  
c/o D.R. HORTON CENTRAL FLORIDA  
6200 Lee Vista Blvd. Ste. 400  
Orlando, FL 32822

Submitted By: Down To Earth

### Charles Cove HOA Phase 1A, 1B and 1C

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#### Landscape Maintenance Summary

##### Phase 1A

Basic Maintenance	\$ 45,446.86	Annually
Irrigation Inspection	\$ 4,433.84	Annually
Fertilization/Pest Control	\$ 5,542.30	Annually
Total Annually	\$ 55,423.00	
Total Monthly	\$ 4,618.58	

##### Phase 1B

Basic Maintenance	\$ 9,359.73	Annually
Irrigation Inspection	\$ 913.14	Annually
Fertilization/Pest Control	\$ 1,141.43	Annually
Total Annually	\$ 11,414.30	
Total Monthly	\$ 951.19	

**Phase 1C**

<b>Basic Maintenance</b>	<b>\$ 6,164.51</b>	<b>Annually</b>
<b>Irrigation Inspection</b>	<b>\$ 601.42</b>	<b>Annually</b>
<b>Fertilization/Pest Control</b>	<b>\$ 751.77</b>	<b>Annually</b>
<b>Total Annually</b>	<b>\$ 7,157.70</b>	
<b>Total Monthly</b>	<b>\$ 626.48</b>	

<b>Grand Total Annually</b>	<b>\$ 74,355.00</b>
<b>Grand Total Monthly</b>	<b>\$ 6,196.25</b>

\*(Based on Landscape plans for Phase 1A, 1B and 1C, dated June 14, 2019. Does not include Amenity Center. Pricing may be subject to change. Irrigation repairs not included)

**Additional Items**

<b>Mulch</b>	<b>\$45.00 per cubic yard</b>
<b>4" Seasonal Annuals (4 times/year)</b>	<b>\$2.00 each</b>
<b>Palm Trimming</b>	<b>Up to 15' included</b>
	<b>Over 15' \$35.00 each</b>

## Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020, and between, **Charles Cove Homeowners Association** hereinafter referred to as, "Customer" or "Association"), and **Down To Earth** (hereinafter referred to as "**Contractor**").

1. **Scope of Work:** Contractor shall furnish all labor, materials, and necessary equipment to maintain the grounds at **Charles Cove Homeowners Association** for three (3) year period commencing \_\_\_\_\_ and ending \_\_\_\_\_. The contract shall automatically renew for two additional one (1) year periods. The contract amount shall increase by 3% for each year of the contract. In fulfillment of its obligation, Contractor shall use its best efforts to perform the Grounds Maintenance specifications attached as Exhibit "A" and specifically incorporated herein. In the event that the performance by Contractor shall be interrupted or delayed by any occurrences not occasioned by Contractor, such as acts of God, the Contractor shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
2. **Indemnification:** Contractor shall indemnify and hold harmless the Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by acts, omissions or negligence on the part of Contractor, its agents, subcontractor, employees, or others acting on behalf of Contractor, in the performance of its obligations under this Agreement.
3. **Liability Insurance:** Contractor, for itself, its subcontractors, agents and employees, shall carry liability and personal insurance with a responsible insurance company qualified to do business in the state of Florida. The limits of such insurance coverage shall be at least two million dollars (\$2,000,000) per occurrence for liability due to injury to or death of a person or persons and at least five million dollars (\$5,000,000) for public liability due to property damage and at least two million dollars (\$2,000,000) per occurrence in Contractor pollution liability. Contractor shall additionally provide Workers' Compensation Insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. Such insurance shall remain in effect during the entire term of this Agreement. Contractor shall deliver to the Customer an insurance certificate evidencing such insurance prior to the signing of this contract.
4. **Standard of Performance:** Contractor shall use due care, skill and diligence in the performance of its obligations under this Agreement and shall perform all of its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with manufacturer's specifications.
5. **Time:** Time is of the essence in performing the obligations under this Agreement.
6. **Independent Contractor Relationship:** All work performed by Contractor under this Agreement shall be as an independent contractor, and in no way shall Contractor be considered to be an employee of this associations.

7. **Price and Payment Terms:** Contractor shall be paid on a monthly basis. On the twentieth (20<sup>th</sup>) day of each month, the Contractor shall tender to the Customer a bill or invoice for those services rendered during the current month, which shall be paid by the Customer by the first day of the following month. Both parties hereby acknowledge that if all the grounds maintenance services are performed in accordance with the Grounds Maintenance Specifications attached hereto as "Exhibit A," customer shall remit Contractor a monthly fee of **\$6,196.25.**
8. **Termination:** Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. As a result, should Customer believe that conditions exist that would give it cause to terminate this Agreement, Customer shall promptly (within 24 hours) notify Contractor and give Contractor an opportunity to inspect such condition. Customer acknowledges that it shall have an affirmative obligation to photograph any condition that it believes would give it cause to terminate this Agreement within 24 hours of discovery of that condition and that the failure to do so shall constitute spoliation of evidence. The Customer and Contractor may terminate this agreement with cause upon ninety (90) days written notice to the other party.
9. **Notices:** Any notice required to be sent to Customer or Contractor under this Agreement shall be sent to the parties at the following address unless otherwise specified:

**Customer:** Charles Cove Homeowners Association  
c/o D.R. HORTON CENTRAL FLORIDA  
6200 Lee Vista Blvd. Ste. 400  
Orlando, FL 32822

**Contractor:** Down To Earth  
2701 Maitland Center Parkway  
Suite 200  
Maitland, Florida 32751  
Phone: 321-263-2700  
Fax: 352-385-7229  
[www.dteLandscape.com](http://www.dteLandscape.com)

10. **Governing Law and Binding Effect; Venue.** This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns. Venue for all actions arising from this Agreement shall lie in Lake County, Florida.
11. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

- 12. Litigation and Attorneys' Fees.** In the event it will be necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.
- 13. Late Payment Charges.** Any unpaid installment of Contractor's fee or any expense reimbursement to Contractor due and payable under this Agreement will bear interest at the rate of eighteen percent (18%) per annum from its due date until paid in full. So long as any payment remains past due for a period in excess of ten (10) days, Contractor's obligations under this Agreement will be suspended until paid in full.
- 14. Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
- 15. No Third-Party Beneficiaries.** The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

**Phase 1A, 1B and 1C  
Charles Cove  
Homeowners Association**

**Down To Earth**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

\_\_\_\_\_  
**Owner's Signature      Date**

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

**Exhibit "A"**  
**Service Agreement Specifications**

Between **Down To Earth** (herein "**Contractor**" or "**DTE**") and **Charles Cove Homeowners Association** the services to be performed hereunder for the Basic Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

**LANDSCAPE MAINTENANCE PROGRAM**

**I. TURF GRASS SPECIFICATIONS**

**i. Mowing**

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (42 cuts/yr., minimum)

Mower blades will be kept sharp to prevent the tearing of grass blades.

Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

All Bermuda Sod shall be maintained at a height of 1" (85 cuts per year minimum).

**ii. Edging**

**DTE** shall neatly edge and trim around all plant beds, curbs, streets, trees, and buildings, etc. **DTE** shall maintain the shape and configuration of all planting beds.

All walks shall be blown or vacuumed after edging to maintain a clean, well-groomed appearance.

All grass runners to be removed after edging to maintain mulch areas free of weeds or encroaching grass.

Frequency of edging shall correspond to frequency of turf mowing.

**iii. Trimming**

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance with the exception of lake banks, roadside drainage ditches, and Bahia turf areas.

**iv. Debris Removal**

Each area prior to mowing will be patrolled for trash and other debris to clean area and reduce risk of flying debris during mowing. **DTE** shall not be obligated to clear areas of excessive trash around dumpsters and dock areas (i.e. Styrofoam peanuts).

All areas littered in the landscape maintenance process will be swept by hand, power blower, vacuum, as conditions permit, and transported to a dumping facility on site.

Removal of all landscape debris generated on the Property during landscape maintenance is the sole responsibility of **DTE**, at no additional expense to client.

**v. Fertilization**

A preliminary turf fertilization specification and schedule is as follows: Turf shall be fertilized four (4) times per year using a premium turf fertilizer with minor elements. Each application shall consist of 1.0 lb. of nitrogen per 1,000 sq. ft. of turf. Additionally, **DTE** shall apply a weed & feed in the spring and in the fall.

All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining.

**vi. Insect & Disease Control**

Treatment of turf areas for infestation or disease shall be the responsibility of **DTE**.

**DTE** will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. **DTE** shall strictly comply with all state and federal regulations.

**DTE** employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

**II. IRRIGATION**

**DTE** shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. **DTE** shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering.

**DTE** shall fully inspect and operate all the irrigation zones on a monthly basis and immediately report any and all problems.

Damage caused by improper operation of the irrigation systems or damages incurred through Landscape operations shall be the responsibility of **DTE** and shall be repaired by **DTE** within twenty-four hours at no charge.

Irrigation components damaged by other than **DTE** due to construction, vandalism, or other causes shall be reported to the Customer. **DTE**, if authorized by the Customer, shall repair the damage at a fair market price or cost plus 15% basis.

### **III. PLANTING BEDS, SHRUBBERY, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION**

#### **i. Pruning**

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications, unless Customer requests otherwise.

Plants, hedges, shrubbery and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

#### **ii. Tree Pruning**

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 14' from ground. Moss removal and tree spraying may be performed at an additional charge.

#### **iii. Palm Pruning**

All palms up to a maximum height of 15' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 15' overall are to be thoroughly detailed with all fronds trimmed to lateral position (not "hurricane-cut") two (2) times annually.

#### **iv. Crape Myrtle Pruning**

Crape Myrtles up to a maximum height of 15' overall must be pruned and shaped each February to promote vigorous blooming and maintain desired size and shape. Branches are to be individually trimmed back to wood no larger than 1/2" in diameter. All sucker branching, seedpods, and ball moss must also be removed.

#### **v. Edging and Trimming**

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

**vi. Insect and Disease control**

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit.

Customer shall provide **DTE** access to a water source on the Customer's property for insect and disease control purposes.

**vii. Weed Control**

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

**viii. Fertilization**

All preliminary shrubs, trees and plantings fertilization specification are as follows:

Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year as to maintain good appearance and color.

Preliminary Schedule: March & September.

All ornamentals will be fertilized utilizing a product with a balanced analysis (example 8-10-10) with a good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow release product.

**ix. Mulching**

Mulch is not provided under this Agreement at the specified amount on page 1. All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground. In the event Customer chooses to purchase additional mulching services, **DTE** shall provide all labor and materials necessary to perform this work, at the following price:

Pine Straw	\$ 6.50 bale
Cypress Mulch	\$45.00 cu yd
Pine Bark	\$45.00 cu yd

Mulch material shall consist of a premium grade of Pine Straw, Pine Bark Nuggets or Cypress Mulch. Owner must first approve all mulch operations.

**IV. ANNUAL FLOWERS MAINTENANCE PROGRAM**

The Annual Flowers maintenance program is not included in this Agreement unless specifically requested in writing as an additional charge. In the event Customer chooses to purchase the Annual Flower maintenance program, DTE shall furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers at the price of \$2.00 per 4" pot.

**Minimum Replacement Schedule**

**"Seasonal Color"** - Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by Owner.

January - March	=	Annuals
April - June	=	Annuals
July - September	=	Annuals
October - December	=	Annuals

Proper annual spacing is as follows:

Annual Bedding Plants	8-10" spacing
Perennial Color	12-14" spacing

DTE will not be held responsible for any acts of God (i.e. wind damage, freeze damage).

The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

**V. CONSTANT COLOR MAINTENANCE**

DTE shall be responsible for the full and complete care of all "Seasonal Color" plantings; including watering, mulching, spraying, fertilization, pruning, etc., such that the Owner is guaranteed that every annual/perennial planting mass shall maintain a healthy, vigorous appearance and shall at all times provide the finest quality color planting possible.

**VI. ADDITIONAL SERVICES**

DTE shall provide services over and above the Contract Specifications with written authorization from the Owner. Rates for labor and materials shall be as follows:

Supervisor/Technician	\$55.00 per hour
Laborers	\$35.00 per hour
Materials	Cost + 15%

## **VII. REQUIRED ADDENDUMS / LANDSCAPE ALTERATIONS**

**DTE shall not be responsible for damage caused to decorative concrete curbing unless an addendum to the contract is approved for this additional service request.**

**DTE shall not be responsible for damage caused to stucco on homes if a maintenance strip is not installed unless an addendum to the contract is approved for this additional service request.**

**DTE shall not be responsible for maintenance of additional landscape installed by the homeowner unless an addendum to the contract is approved for this additional service request.**

**DTE shall not be responsible for maintenance of backyards if a privacy fence is installed unless an addendum to the contract is approved for this additional labor service request which requires smaller push mowers and string trimming to entire perimeter fence.**

**Charles Cove  
Community Development District**

**Floralawn**



## Landscape Maintenance Proposal Charles Cove

March 9, 2020

Charles Cove CDD  
Dexter Glasgow  
PFM Group

We sincerely appreciate the opportunity to propose how FloraLawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

### LANDSCAPE MAINTENANCE FOR COMMON GROUNDS

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$4,410	\$52,920
Fertilization & Pest Control	\$340	\$4,080
Monthly Irrigation Inspection	\$300	\$3,600
<b><u>TOTAL</u></b>	<b><u>\$5,050</u></b>	<b><u>\$60,600</u></b>

### ADDITIONAL SERVICES

Service	Est. # of Units	Price Per Unit	TOTAL
Mulch	260 yds	\$45	\$11,700

# Landscape Maintenance Program

## Scope of Services

### TURF CARE

Mowing	<p>Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>42 times</u> per calendar year (Floritam) and <u>42 times</u> per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season <u>April through October</u> and every other week during the non-growing season or as needed <u>November through March</u>.</p> <p>Bahia lake and pond banks will be mowed <u>24 times</u> per year consistent with <u>3 times</u> per month May through October and <u>1</u> time per month or as needed November through April.</p>
Trimming	<p>Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.</p>
Edging	<p>All turf edges of walks, curbs, and driveways shall be performed every mowing (<u>42 times</u> per year). A soft edge of all bed areas will be performed every other mowing (<u>21 times</u> per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.</p>
Fertilization	<p>St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer <u>6 times</u> per year. Timing of applications will be adjusted to meet horticultural conditions.</p> <p>Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.</p>
Weed, Insect, & Disease Control	<p>Post-Emergent weed applications will be performed up to <u>4 times</u> per year between April 1st and October 30th. Pre-Emergent herbicides will be used <u>1 times</u> per year between November 1st to April 1st. Weed control applications are conducive to soil and air temperatures. FloraLawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass &amp; common Bermuda due to the absence of legal and selective post emergent herbicides for this use.</p> <p>Insect &amp; disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that guarantee year-long ant control. Products like Bayer's <i>Top Choice</i> or <i>Chipco Choice</i> that guarantee year-long ant control can be purchased outside the scope of this contract.</p>

### TREE, SHRUB, AND GROWDCOVER CARE

Pruning	<p>All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of <u>10 times</u> per year to ensure the following:</p> <ul style="list-style-type: none"><li>● Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.</li><li>● Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.</li><li>● The removal of dead, diseased, or injured branches and palms will be performed as needed</li><li>● Ground covers and vines can maintain a neat and uniform appearance.</li></ul>
Weeding	<p>Weeds will be removed from all plant, tree, and flower beds <u>18 times</u> per year. This incorporates <u>2 times</u> per month during the growing season and <u>1 time</u> per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.</p>
Fertilization	<p>Palms and hardwood trees will be fertilized <u>2 times</u> per year. Shrubs and groundcovers will be fertilized <u>4 times</u> per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.</p>
Insect, & Disease Control	<p>All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.</p>

## IRRIGATION

Overview	At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.
Inspections	All irrigation zones shall be inspected <u>1 time</u> per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.
Repairs	Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being <u>\$60.00</u> per hour. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

## MISCELLANEOUS

Clean-Up	All non-turf areas will be cleaned with a backpack or street blower to remove debris created by landscaping process. All trash shall be picked up throughout the common areas before each mowing <u>42 times</u> per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.
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## OPTIONAL ITEMS & ADDITIONAL SERVICES

- Landscape design & installation
- Annual flower bed design & installation
- Thin & prune trees over 10' in height
- New plant installation
- Pump Maintenance
- Sodding and/or Seeding
- Mulching
- Prune Palms over 15' of clear trunk
- Leaf clean-up
- Pump repair & installation

**Charles Cove  
Community Development District**

**Prince & Sons**



**Charles Cove  
Community Development District**

**Resolution 2020-35,  
Delegation Award Resolution**

**RESOLUTION 2020-35**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2020-25 BY AUTHORIZING THE ISSUANCE OF ITS CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (2020 ASSESSMENT AREA) IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$7.0 MILLION FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2020 BONDS TO MBS CAPITAL MARKETS, LLC, BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE FIRST SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2020 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2020 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2020 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2020 BONDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Charles Cove Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 19-1666 of the City of Haines City, Florida, (the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

**WHEREAS,** the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

**WHEREAS**, the District pursuant to its Resolution 2020-25 (the "First Resolution") authorized the issuance of its not exceeding \$19,500,000 principal amount of its special assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said First Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

**WHEREAS**, the District has not previously issued any Bonds; and

**WHEREAS**, the Bonds were validated by final judgment of the Circuit Court in and for Polk County, Florida, and a certificate of no appeal from such final judgment will have been entered prior to the issuance of the 2020 Bonds (defined below); and

**WHEREAS**, the District now desires to supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2020 (2020 Assessment Area) (the "2020 Bonds") in a principal amount not exceeding \$7.0 Million, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2020 Bonds; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") has received from MBS Capital Markets, LLC (the "Underwriter") a proposal in the form of a Bond Purchase Contract (the "Contract") for the purchase of the 2020 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2020 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CHARLES COVE COMMUNITY DEVELOPMENT DISTRICT**, as follows:

**SECTION 1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

**SECTION 2. Authorization.** There is hereby authorized to be issued the 2020 Bonds in a principal amount not exceeding \$7,000,000. The 2020 Bonds shall be issued under and secured by that Master Trust Indenture in substantially the form approved by the First Resolution (the "Master Indenture") as supplemented by that First Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2020 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

**SECTION 3. Approval of Supplemental Indenture.** The Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The

Trustee is hereby appointed to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

**SECTION 4. Negotiated Sale.** The Board hereby determines that a negotiated sale of the 2020 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2020 Bonds at presently favorable interest rates, and because the nature of the security for the 2020 Bonds and the sources of payment of debt service on the 2020 Bonds require the participation of an underwriter in structuring the bond issue.

**SECTION 5. Contract Approved.** The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2020 Bonds shall not exceed \$7,000,000; (ii) the interest rate on none of the 2020 Bonds will exceed the maximum interest rate allowed under applicable Florida law without regard to any waiver of such maximum rate; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the 2020 Bonds; (iv) the 2020 Bonds shall be subject to optional redemption no later than May 1, 2033 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the 2020 Bonds shall be no later than May 1, 2050.

**SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum.** The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2020 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2020 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2020 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2020 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2020 Bonds.

**SECTION 7. Form of 2020 Bonds.** The 2020 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2020 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2020 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2020 Bonds.

**SECTION 8. Continuing Disclosure Agreement.** The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2020 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

**SECTION 9. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2020 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

**SECTION 10. Other Actions.** The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Hopping Green & Sams, P.A., the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2020 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

**SECTION 11. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

**SECTION 12. Inconsistent Resolutions and Motions.** All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**SECTION 13. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared

that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 14. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 18<sup>th</sup> day of March, 2020.

**CHARLES COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

[SEAL]  
Attest:

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

**Charles Cove  
Community Development District**

**District Financial Statements**

**Charles Cove CDD**  
**Statement of Activities**  
As of 2/29/2020

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b><u>Expenses</u></b>			
Public Officials' Liability Insurance	\$1,849.00		\$1,849.00
Management	6,249.99		6,249.99
District Counsel	12,164.82		12,164.82
Travel and Per Diem	102.56		102.56
Postage & Shipping	15.59		15.59
Legal Advertising	8,671.14		8,671.14
Meeting Room	225.00		225.00
General Liability Insurance	2,260.00		2,260.00
Contingency	28.99		28.99
District Counsel		\$7,495.50	7,495.50
Total Expenses	<u>\$31,567.09</u>	<u>\$7,495.50</u>	<u>\$39,062.59</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Change In Net Assets</b>	(\$31,567.09)	(\$7,495.50)	(\$39,062.59)
<b>Net Assets At Beginning Of Year</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Net Assets At End Of Year</b>	<u><u>(\$31,567.09)</u></u>	<u><u>(\$7,495.50)</u></u>	<u><u>(\$39,062.59)</u></u>

**Charles Cove CDD**  
**Statement of Financial Position**  
**As of 2/29/2020**

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
Accounts Receivable - Due from Developer	\$25,000.00		\$25,000.00
Total Current Assets	\$25,000.00	\$0.00	\$25,000.00
<b>Total Assets</b>	<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$31,567.09		\$31,567.09
Deferred Revenue	25,000.00		25,000.00
Accounts Payable		\$7,495.50	7,495.50
Total Current Liabilities	\$56,567.09	\$7,495.50	\$64,062.59
<b>Total Liabilities</b>	<b>\$56,567.09</b>	<b>\$7,495.50</b>	<b>\$64,062.59</b>
<b><u>Net Assets</u></b>			
Current Year Net Assets - General Government	(31,567.09)		0.00 (31,567.09)
Current Year Net Assets, Unrestricted		(7,495.50)	0.00 (7,495.50)
<b>Total Net Assets</b>	<b>(\$31,567.09)</b>	<b>(\$7,495.50)</b>	<b>(\$39,062.59)</b>
<b>Total Liabilities and Net Assets</b>	<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

**Charles Cove CDD**  
**Budget to Actual**  
**For the Month Ending 2/29/2020**

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Developer Contributions	\$ -	\$ 110,752.10	\$ (110,752.10)	\$ 265,805.00
<b>Net Revenues</b>	<b>\$ -</b>	<b>\$ 110,752.10</b>	<b>\$ (110,752.10)</b>	<b>\$ 265,805.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Public Officials' Liability Insurance	\$ 1,849.00	\$ 937.50	\$ 911.50	\$ 2,250.00
Management	6,249.99	10,416.65	(4,166.66)	25,000.00
Engineering	-	4,166.65	(4,166.65)	10,000.00
Dissemination Agent	-	2,083.35	(2,083.35)	5,000.00
District Counsel	12,164.82	6,250.00	5,914.82	15,000.00
Assessment Administration	-	3,125.00	(3,125.00)	7,500.00
Reamortization Schedules	-	104.15	(104.15)	250.00
Audit	-	2,083.35	(2,083.35)	5,000.00
Travel and Per Diem	102.56	1,041.65	(939.09)	2,500.00
Telephone	-	41.65	(41.65)	100.00
Postage & Shipping	15.59	416.65	(401.06)	1,000.00
Copies	-	208.35	(208.35)	500.00
Legal Advertising	8,671.14	2,083.35	6,587.79	5,000.00
Bank Fees	-	104.15	(104.15)	250.00
Meeting Room	225.00	750.00	(525.00)	1,800.00
Web Site Maintenance	-	2,375.00	(2,375.00)	5,700.00
Dues, Licenses, and Fees	-	72.90	(72.90)	175.00
General Liability Insurance	2,260.00	1,125.00	1,135.00	2,700.00
Contingency	28.99	416.75	(387.76)	1,000.00
Hurricane Cleanup	-	4,166.65	(4,166.65)	10,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 31,567.09</b>	<b>\$ 41,968.75</b>	<b>\$ (10,401.66)</b>	<b>\$ 100,725.00</b>
<b><u>Field Expenses</u></b>				
Amenity - Miscellaneous	\$ -	\$ 416.65	\$ (416.65)	\$ 1,000.00
Amenity - Security	-	1,041.65	(1,041.65)	2,500.00
Amenity - Landscape Maintenance	-	3,333.35	(3,333.35)	8,000.00
Amenity - Pool Maintenance	-	3,000.00	(3,000.00)	7,200.00
Amenity - Access Control	-	416.65	(416.65)	1,000.00
Amenity - Janitorial	-	5,833.35	(5,833.35)	14,000.00
Amenity - Pest Control	-	366.65	(366.65)	880.00
Amenity - R&M Grounds	-	208.35	(208.35)	500.00
Property & Casualty Insurance	-	2,083.35	(2,083.35)	5,000.00
Irrigation	-	4,166.65	(4,166.65)	10,000.00
Lake Maintenance	-	6,250.00	(6,250.00)	15,000.00
Landscaping Maintenance & Material	-	20,833.35	(20,833.35)	50,000.00
Landscape Improvements	-	8,333.35	(8,333.35)	20,000.00
Signage & Amenities Repair	-	4,166.65	(4,166.65)	10,000.00
Streetlights	-	8,333.35	(8,333.35)	20,000.00
<b>Total Field Expenses</b>	<b>\$ -</b>	<b>\$ 68,783.35</b>	<b>\$ (68,783.35)</b>	<b>\$ 165,080.00</b>
<b>Total Expenses</b>	<b>\$ 31,567.09</b>	<b>\$ 110,752.10</b>	<b>\$ (79,185.01)</b>	<b>\$ 265,805.00</b>
<b>Net Income (Loss)</b>	<b>\$ (31,567.09)</b>	<b>\$ -</b>	<b>\$ (31,567.09)</b>	<b>\$ -</b>