

CALDERA

**COMMUNITY DEVELOPMENT
DISTRICT**

August 15, 2024

BOARD OF SUPERVISORS

PUBLIC HEARINGS

AND REGULAR

MEETING AGENDA

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Caldera Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 8, 2024

Board of Supervisors
Caldera Community Development District

Dear Board Members:

The Board of Supervisors of the Caldera Community Development District will hold Public Hearings and a Regular Meeting on August 15, 2024 at 10:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Max Law (Seat 3); Term Expires November 2026
4. Consider Appointment to Fill Unexpired Term of Seat 3
 - Administration of Oath of Office *(the following will also be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2024-16, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2024-17, Making Certain Findings; Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

ATTENDEES:

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

7. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
8. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2024-19, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Fiscal Year 2024/2025 Budget Funding Agreement
10. Consideration of Agreement Regarding the Direct Collection of Special Assessments for Fiscal Year 2024-2025 [Pulte Home Company, LLC]
11. Consideration of Disclosure of Public Finance (2024 Bonds)
12. Consideration of Resolution 2024-09, Designating the Location of the Local District Records Office and Providing an Effective Date
13. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
14. Ratification Items
 - A. SR Landscaping, LLC Agreement for Landscape Maintenance Services
 - B. Hernando County Agreement for Decorative Plantings and Landscape Maintenance
15. Acceptance of Unaudited Financial Statements as of June 30, 2024
16. Approval of Minutes
 - A. May 16, 2024 Regular Meeting
 - B. June 6, 2024 Continued Regular Meeting

17. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Coastal Engineering Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 19, 2024 at 10:30 AM

- QUORUM CHECK

SEAT 1	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	ALLISON MARTIN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	CALEB LASHER	☐ IN PERSON	☐ PHONE	☐ NO

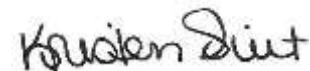
18. Board Members' Comments/Requests

19. Public Comments

20. Adjournment

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

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

3

NOTICE OF TENDER OF RESIGNATION

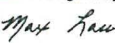
To: Board of Supervisors
Caldera Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Max Law
Printed Name

Date: 7/8/2024
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Caldera Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☐ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

DocuSigned by:

0F620B2D0C6E48E...
Signature

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

4A

MEMORANDUM

To: Board of Supervisors

From: District Counsel

Date: January 1, 2024

Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization

SAMPLE

Suborganization

SAMPLE

Title

SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

4B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

4C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

4D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ____ inured to my special private gain or loss;
- ____ inured to the special gain or loss of my business associate, _____ ;
- ____ inured to the special gain or loss of my relative, _____ ;
- ____ inured to the special gain or loss of _____, by
whom I am retained; or
- ____ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-16

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

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective August 15, 2024:

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

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 15, 2024:

_____ Max Law _____ Assistant Secretary

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

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

CALDERA COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-17

**SUPPLEMENTAL ASSESSMENT RESOLUTION
SERIES 2024 (ASSESSMENT AREA ONE)**

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Caldera Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notice and public hearing, Resolution 2024-03, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2024-03, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on August 7, 2024, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$8,910,000 Caldera Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One) (the “**Series 2024 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2024-03, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and confirm the levy of special assessments securing the Series 2024 Bonds (the “**Series 2024 Assessments**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2024-03.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Caldera Community Development District hereby finds and determines as follows:

(a) On October 19, 2023, the District, after due notice and public hearing, adopted Resolution 2024-03, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District’s infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Supplemental Engineer’s Report* dated February 21, 2024, prepared by the District Engineer, Coastal Engineering Associates, Inc., and attached to this Resolution as **Exhibit A** (the “**Engineer’s Report**”), identifies and describes the capital improvement plan (the “**Master Project**”). The District presently intends to undertake the planning, design, acquisition, construction, and installation of infrastructure improvements for Assessment Area One of the Master Project (the “**Series 2024 Project**”) as identified and described in the Engineer’s Report, and finance such Series 2024 Project in part with its Series 2024 Bonds. The Engineer’s Report sets forth the costs of the Series 2024 Project as \$19,106,847. The District hereby confirms that the Series 2024 Project serves a proper, essential, and valid public purpose. The use of the Engineer’s Report in connection with the sale of the Series 2024 Bonds is hereby ratified.

(c) The *Final First Supplemental Special Assessment Methodology Report*, dated August 7, 2024, attached to this Resolution as **Exhibit B** (the “**Supplemental Assessment Report**”), applies the adopted *Master Special Assessment Methodology Report*, dated June 15, 2023, and approved by Resolution 2024-03 on October 19, 2023 (the “**Master Assessment Report**”), to the Series 2024 Project and the actual terms of the Series 2024 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) Subject to the terms of Exhibit A and Exhibit B, the Series 2024 Project specially benefits certain developable acreage in the District (“**2024 Assessment Area**”), as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2024 Project financed with the Series 2024 Bonds to the specially benefitted properties within the District as set forth in Resolution 2024-03 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS. As provided in Resolution 2024-03, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the lien of the Series 2024 Assessments securing those bonds. The Series 2024 Bonds, in an aggregate par amount of \$8,910,000, shall bear such rates of interest and

mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2024 Assessments securing the Series 2024 Bonds on those certain developable land within the District, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2024 ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2024 Assessments securing the Series 2024 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2024 Bonds. The estimated costs of collection of the Series 2024 Assessments for the Series 2024 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2024 Assessments securing the Series 2024 Bonds includes certain developable acreage within the District, as further provided in the Series 2024 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Series 2024 Project and reallocate the Series 2024 Assessments securing the Series 2024 Bonds in order to impose Series 2024 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated March 1, 2024, and the *First Supplemental Trust Indenture*, dated March 1, 2024, the District shall for Fiscal Year 2023/2024, begin annual collection of Series 2024 Assessments for the Series 2024 Bonds debt service payments using the methods available to it by law. Beginning with the first debt service payment on November 1, 2024, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2024 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Hernando County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2024 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2024 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2024

Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2024-03 addressing True-Up Payments, as defined therein and as described in more detail in the Supplemental Assessment Report, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2024 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2024 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2024 Assessments securing the Series 2024 Bonds in the Official Records of Hernando County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2024-03, which remains in full force and effect. This Resolution and Resolution 2024-03 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

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APPROVED and **ADOPTED**, this 15th day of August, 2024.

ATTEST:

**CALDERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Supplemental Engineer's Report* dated February 21, 2024

Exhibit B: *Final First Supplemental Special Assessment Methodology Report*, dated August 7, 2024

Exhibit C: Maturities and Coupon of Series 2024 Bonds

Exhibit D: Sources and Uses of Funds for Series 2024 Bonds

Exhibit E: Annual Debt Service Payment Due on Series 2024 Bonds

EXHIBIT A

Supplemental Engineer's Report dated February 21, 2024

SUPPLEMENTAL ENGINEER'S REPORT

PREPARED FOR:

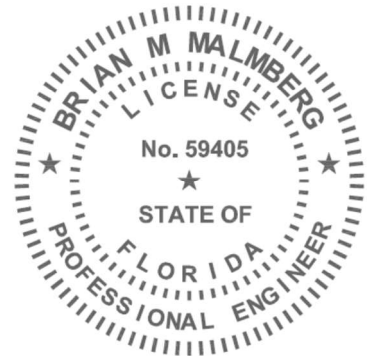
BOARD OF SUPERVISORS
CALDERA COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:



COASTAL ENGINEERING ASSOCIATES, INC.
966 CANDLIGHT BOULEVARD
BROOKSVILLE, FLORIDA 34601

February 21, 2024



Brian M
Malmberg

Digitally signed by Brian M
Malmberg
Date: 2024.02.21 13:39:01
-05'00'

Brian Malmberg, P.E., MBA
FL License No. 59405

CALDERA COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide an updated description of the capital improvement plan ("CIP") and estimated costs of the CIP, for the Caldera Community Development District ("District"). This report has been revised to split the development into Assessment Area One (AA1) which will encompass Phases 1 through 4 and Assessment Area Two (AA2) which will encompass Phases 5 through 8 of the Caldera Development.

2. GENERAL SITE DESCRIPTION

The District consists of 253.679 acres of land and is located entirely within Hernando County, Florida. The metes and bounds description of the external boundary of the proposed District in its' entirety is set forth in **Exhibit A**. Further breakdown of Phase 1, Phase 2, and Phases 3 & 4 legal descriptions are provided in **Exhibits B through D**.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development. The following chart shows the planned product types for the District broken up by Assessment Area:

PRODUCT TYPES

Product Type	Assessment Area One	Assessment Area Two	Total Units
40'x120'	161	59	220
50'x120'	167	179	346
60'x120'	142	106	248
TOTAL	470	344	814

PROJECT BREAKDOWN BY PHASE									
Product Type	Phase 1 (Pod A)	Phase 2 (Pod A)	Phase 3 (Pod B)	Phase 4 (Pod C)	Phase 5 (Pod C)	Phase 6 (Pod D)	Phase 7 (Pod E)	Phase 8 (Pod F)	TOTAL
40'x120'	4	0	74	83	37	0	0	22	220
50'x120'	4	0	107	56	68	0	69	42	346
60'x120'	45	68	29	0	28	62	8	8	248
TOTAL:	53	68	210	139	133	62	77	72	814

The public infrastructure for the project is as follows:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements.

All internal roadways may be financed by the District. All roads are intended to be acquired by the District and then dedicated to the Hernando County government for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities and stormwater improvements behind such gated areas).

Stormwater Management System:

The stormwater collection and outfall system is a combination of pipe, control structures and open retention areas designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception of the inlets and storm sewer systems that may be part of public rights-of-way dedicated to Hernando County.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs for grading of lots or the transportation of any fill to private lots.

Water and Wastewater Utilities:

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift stations.

The water distribution and wastewater collection systems for all phases will be constructed and/or acquired by the District and then dedicated to the Hernando County Utilities Department for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas (excluding any areas behind gates) and Public rights-of-way. The District must

meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by Hernando County government will be maintained pursuant to a right-of-way agreement or permit. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, would not be financed by the District and instead would be privately installed and maintained.

Streetlights/ Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with Withlacoochee River Electric Cooperative in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by Withlacoochee River Electric Cooperative and not paid for by the District as part of the CIP.

Recreational Amenities:

As part of the overall development, the Developer may privately fund amenity facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the District landowners and are not included as part of the CIP.

Off-Site Improvements

Offsite wastewater utility improvements are required to provide capacity for the development and extend the utility to the boundary of the District. Offsite improvements include installation of approximately 1,420 Linear Feet of 12-inch forcemain along Barclay Avenue, south of Powell Road to the existing pump station located north of Spring Hill Drive. In addition, approximately 2,670 Linear Feet of 8-inch forcemain will be required from the project site to just north of Covey Run Place.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

Project Wide:

Hernando County Conditional Plat Approval 1147019 Issued March 22, 2023

Offsite Permitting:

Barclay Avenue Force Main FDEP Permit – S22-23 Issued September 12, 2022

Installation of the Force Main is complete and has been issued FDEP clearance

Sterling Hills Force Main FDEP Permit – S23-07 Issued May 15, 2023

Installation of the Force Main is complete and has been issued FDEP clearance

Phases 1&2 Permitting

County Construction Plan Approval – Issued June 14, 2023

SWFWMD ERP – 43046460.000 Issued February 23, 2023

FDEP Water Permit Pending – W23-06 Issued May 15, 2023

FDEP Sewer Permit Pending – S23-08 Issued May 15, 2023

Phase 1 Final Plat – Approved by BOCC February 13, 2024

Phase 1 is currently under construction and approximately 80% complete

Phases 3 through 5 Permitting

County Construction Plan Approval – Issued July 2023

SWFWMD ERP – 43046460.001 Issued May 4, 2023

FDEP Water Permit Pending – W23-13 Issued October 19, 2023

FDEP Sewer Permit Pending – S23-18 Issued October 19, 2023

Phases 3 and 4 are currently under construction and approximately 60% complete

Phases 6 through 8 – Future Phases

Construction plans anticipated for permitting in February 2024, Permits anticipated in Q3-2024

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

CIP ESTIMATE

Improvement	Assessment Area One	Assessment Area Two	Financing Entity	Operation & Maintenance Entity
Roadway Improvements	\$5,663,114	\$4,100,876	CDD	County
Stormwater Management System	\$2,247,457	\$1,627,469	CDD	CDD
Water & Wastewater Utilities	\$4,261,672	\$3,086,038	CDD	HCUD ⁽¹⁾
Hardscape, Landscape, and Irrigation	\$1,858,900	\$1,346,100	CDD	CDD
Incremental Cost of Undergrounding Electrical Utility Lines	\$696,000	\$504,000	CDD	WREC ⁽²⁾
Recreational Amenities	n/a	n/a	DEVELOPER	HOA
Offsite Improvements	\$875,000	\$0	CDD	HCUD ⁽¹⁾
Professional Services	\$1,756,442	\$1,271,906	CDD	n/a
Contingency	\$1,748,262	\$1,265,983	As above	As above
TOTAL	\$19,106,847	\$13,202,372		

(1) HCUD – Hernando County Utilities Department (2) WREC – Withlacoochee River Electric Cooperative

- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

A further breakdown of the Assessment Area One estimate by Phases is provided in the table below. This breakdown is based on costs for infrastructure located within each Phase allocated proportionally by unit count.

Improvement	Phase 1	Phase 2	Phase 3	Phase 4
Roadway Improvements	\$638,606	\$819,344	\$2,530,328	\$1,674,836
Stormwater Management System	\$253,437	\$325,164	\$1,004,183	\$664,673
Water & Wastewater Utilities	\$480,572	\$616,582	\$1,904,151	\$1,260,367
Hardscape, Landscape, and Irrigation	\$209,621	\$268,947	\$830,572	\$549,760
Incremental Cost of Undergrounding Electrical Utility Lines	\$78,485	\$100,698	\$310,979	\$205,838
Recreational Amenities	n/a	n/a	n/a	n/a
Offsite Improvements	\$875,000	n/a	n/a	n/a
Professional Services	\$198,067	\$254,124	\$784,793	\$519,458
Contingency	\$197,145	\$252,940	\$781,138	\$517,039
TOTAL	\$2,930,933	\$2,637,799	\$8,146,144	\$5,391,971

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

EXHIBIT A:	Legal Descriptions of the Caldera CDD District
EXHIBIT B:	Legal Description of Phase 1
EXHIBIT C:	Legal Description of Phase 2
EXHIBIT D:	Legal Description of Phase 3
EXHIBIT E:	Legal Description of Phase 4
EXHIBIT F:	Project Site Plan

EXHIBIT A

Legal Description of the Caldera CDD District

DESCRIPTION: A parcel of land lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of said Section 16, run thence along the West boundary of the Southwest 1/4 of said Section 16, N.00°04'55"E., a distance of 2645.92 feet to the West 1/4 corner thereof; thence along the West boundary of the Northwest 1/4 of aforesaid Section 16, N.00°05'28"E., a distance of 1378.68 feet; thence departing said West boundary, N.23°44'23"E., a distance of 1395.29 feet to a point on the North boundary of said Section 16; thence along said North boundary, S.89°38'56"E., a distance of 2083.07 feet to the Northwest corner of STERLING HILL PHASE 3 UNIT 1 REPLAT, according to the plat thereof, as recorded in Plat Book 39, Page 34, of the Public Records of Hernando County, Florida; thence along the Westerly and Southerly boundary thereof, respectively, the following two (2) courses: 1) S.00°01'12"E., a distance of 1324.75 feet; 2) S.89°45'47"E., a distance of 661.42 feet to the Northwest corner of BARRINGTON AT STERLING HILL, UNIT 1, according to the plat thereof, as recorded in Plat Book 43, Page 15, of the Public Records of Hernando County, Florida; thence along the Westerly boundary thereof and the Westerly boundary of BARRINGTON AT STERLING HILL, UNIT 2, according to the plat thereof, as recorded in Plat Book 43, Page 44, of the Public Records of Hernando County, Florida, respectively, S.00°00'45"E., a distance of 1324.50 feet to a point on the Northerly boundary of PLANTATION ESTATES, according to the plat thereof, as recorded in Plat Book 27, Page 34, of the Public Records of Hernando County, Florida; thence along said Northerly boundary, N.89°51'01"W., a distance of 660.89 feet to the Northeast corner of PLANTATION PALMS, according to the plat thereof, as recorded in Plat Book 39, Page 21, of the Public Records of Hernando County, Florida; thence along the Northerly and Westerly boundary thereof, the following two (2) courses: 1) N.89°50'44"W., a distance of 1324.16 feet; 2) S.00°01'17"W., a distance of 2649.82 feet to a point on the South boundary of said Section 16; thence along said South boundary, N.89°40'43"W., a distance of 1326.88 feet to the **POINT OF BEGINNING**.

Containing 253.679 acres, more or less.

EXHIBIT B

Legal Description of Phase 1

A parcel of land lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

BEGIN.at the Southwest corner of STERLING HILL PHASE 3 UNIT 1 REPLAT, according to the plat thereof, as recorded in Plat Book 39, Page 34, of the Public Records of Hernando County, Florida; run thence along the Southerly boundary thereof, S.89°45'47"E., a distance of 661.42 feet to the Northwest corner of BARRINGTON.AT STERLING HILL, UNIT 1, according to the plat thereof, as recorded in Plat Book 43, Page 15, of the Public Records of Hernando County, Florida; thence along the Westerly boundary thereof and the Westerly boundary of BARRINGTON.AT STERLING HILL, UNIT 2, according to the plat thereof, as recorded in Plat Book 43, Page 44, of the Public Records of Hernando County, Florida, respectively, S.00°00'45"E., a distance of 1324.50 feet to a point on the Northerly boundary of PLANTATION.ESTATES, according to the plat thereof, as recorded in Plat Book 27, Page 34, of the Public Records of Hernando County, Florida; thence along said Northerly boundary, N.89°51'01"W., a distance of 660.89 feet to the Northeast corner of PLANTATION.PALMS, according to the plat thereof, as recorded in Plat Book 39, Page 21, of the Public Records of Hernando County, Florida; thence along the Northerly thereof, N.89°50'44"W., a distance of 919.44 feet; thence N.04°05'08"W., a distance of 190.66 feet; thence westerly, 143.75 feet along the arc of a non-tangent curve to the right having a radius of 2010.00 feet and a central angle of 04°05'51" (chord bearing S.88°06'21"W., 143.72 feet); thence N.89°50'44"W., a distance of 97.69 feet; thence northwesterly, 314.16 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing N.44°50'44"W., 282.84 feet); thence N.00°09'16"E., a distance of 200.00 feet; thence northeasterly, 314.16 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing N.45°09'16"E., 282.84 feet); thence N.89°50'44"W., a distance of 290.71 feet; thence N.55°12'49"W., a distance of 29.86 feet; thence N.31°55'26"E., a distance of 80.10 feet; thence N.34°36'27"E., a distance of 50.00 feet; thence N.34°47'11"E., a distance of 88.58 feet; thence northerly, 389.73 feet along the arc of a non-tangent curve to the left having a radius of 762.73 feet and a central angle of 29°16'36" (chord bearing N.20°07'25"E., 385.51 feet); thence N.89°58'48"E., a distance of 20.62 feet; thence southeasterly, 317.45 feet along the arc of a non-tangent curve to the left having a radius of 245.00 feet and a central angle of 74°14'21" (chord bearing S.58°51'49"E., 295.71 feet); thence N.84°01'00"E., a distance of 214.55 feet; thence easterly, 328.18 feet along the arc of a tangent curve to the right having a radius of 440.00 feet and a central angle of 42°44'05" (chord bearing S.74°36'57"E., 320.63 feet); thence southeasterly, 64.96 feet along the arc of a reverse curve to the left having a radius of 660.00 feet and a central angle of 05°38'22" (chord bearing S.56°04'05"E., 64.94 feet); thence S.39°20'15"E., a distance of 52.37 feet; thence southerly, 67.73 feet along the arc of a non-tangent curve to the left having a radius of 1060.00 feet and a central angle of 03°39'40" (chord bearing S.00°49'21"E., 67.72 feet); thence N.86°15'57"E., a distance of 125.03 feet; thence northerly, 148.18 feet along the arc of a non-tangent curve to the right having a radius of 935.00 feet and a central angle of 09°04'49" (chord bearing N.02°01'54"E., 148.02 feet); thence northwesterly, 19.94 feet along the arc of a reverse curve to the left having a radius of 15.00 feet and a central angle of 76°10'01" (chord bearing N.31°30'42"W., 18.50 feet); thence westerly, 21.91 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 02°20'48" (chord bearing N.68°25'18"W., 21.91 feet); thence N.22°45'06"E., a distance of 60.00 feet; thence northeasterly, 29.52 feet along the arc of a non-tangent curve to the left having a radius of 15.00 feet and a central angle of 112°46'18" (chord bearing N.56°21'57"E., 24.98 feet); thence N.89°58'48"E., a

distance of 50.00 feet; thence N.00°01'12"W., a distance of 69.79 feet; thence S.89°45'47"E., a distance of 83.86 feet; thence S.72°50'53"E., a distance of 43.06 feet; thence N.00°01'12"W., a distance of 29.87 feet; thence N.89°58'48"E., a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing 55.540 acres, more or less.

EXHIBIT C

Legal Description of Phase 2

A parcel of land lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of Tract D-5; run thence along the Easterly, Southerly, Westerly and Northerly boundary of said Tract F-2, respectively, the following fifteen (15) courses: 1) Southeasterly, 196.53 feet along the arc of a non-tangent curve to the right having a radius of 200.01 feet and a central angle of 56°17'52" (chord bearing S.44°33'27"E., 188.71 feet); 2) Southerly, 48.49 feet along the arc of a non-tangent curve to the left having a radius of 960.00 feet and a central angle of 02°53'38" (chord bearing S.17°20'32"E., 48.48 feet); 3) N.64°57'38"E., a distance of 5.93 feet; 4) S.18°45'42"E., a distance of 80.48 feet; 5) S.64°57'38"W., a distance of 2.53 feet; 6) Southeasterly, 38.79 feet along the arc of a non-tangent curve to the left having a radius of 960.00 feet and a central angle of 02°18'54" (chord bearing S.24°44'01"E., 38.79 feet); 7) Southerly, 320.45 feet along the arc of a reverse curve to the right having a radius of 200.00 feet and a central angle of 91°48'06" (chord bearing S.20°00'35"W., 287.25 feet); 8) Westerly, 850.50 feet along the arc of a compound curve to the right having a radius of 2010.00 feet and a central angle of 24°14'38" (chord bearing S.78°01'57"W., 844.17 feet); 9) N.89°50'44"W., a distance of 97.69 feet; 10) Northwesterly, 314.16 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing N.44°50'44"W., 282.84 feet); 11) N.00°09'16"E., a distance of 200.00 feet; 12) Northeasterly, 314.16 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing N.45°09'16"E., 282.84 feet); 13) S.89°50'44"E., a distance of 97.69 feet; 14) Easterly, 606.22 feet along the arc of a tangent curve to the left having a radius of 1410.00 feet and a central angle of 24°38'02" (chord bearing N.77°50'15"E., 601.56 feet); 15) Easterly, 145.88 feet along the arc of a reverse curve to the right having a radius of 200.01 feet and a central angle of 41°47'20" (chord bearing N.86°23'57"E., 142.67 feet) to the **POINT OF BEGINNING**.

Containing 16.107 acres, more or less.

EXHIBIT D

Legal Description of Phase 3

A parcel of land lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Tract F-1; run thence along the Easterly boundary the following twenty (20) courses: 1) S.00°01'12"E., a distance of 1324.75 feet; 2) S.89°58'48"W., a distance of 30.00 feet; 3) S.00°01'12"E., a distance of 29.87 feet; 4) N.72°50'53"W., a distance of 43.06 feet; 5) N.89°45'47"W., a distance of 83.86 feet; 6) S.00°01'12"E., a distance of 69.79 feet; 7) S.89°58'48"W., a distance of 50.00 feet; 8) Southwesterly, 29.52 feet along the arc of a non-tangent curve to the right having a radius of 15.00 feet and a central angle of 112°46'18" (chord bearing S.56°21'57"W., 24.98 feet); 9) S.22°45'06"W., a distance of 60.00 feet; 10) Easterly, 21.91 feet along the arc of a non-tangent curve to the left having a radius of 535.00 feet and a central angle of 02°20'48" (chord bearing S.68°25'18"E., 21.91 feet); 11) Southeasterly, 19.94 feet along the arc of a reverse curve to the right having a radius of 15.00 feet and a central angle of 76°10'01" (chord bearing S.31°30'42"E., 18.50 feet); 12) Southerly, 148.18 feet along the arc of a reverse curve to the left having a radius of 935.00 feet and a central angle of 09°04'49" (chord bearing S.02°01'54"W., 148.02 feet); 13) S.86°15'57"W., a distance of 125.03 feet; 14) Northerly, 67.73 feet along the arc of a non-tangent curve to the right having a radius of 1060.00 feet and a central angle of 03°39'40" (chord bearing N.00°49'21"W., 67.72 feet); 15) N.39°20'15"W., a distance of 52.37 feet; 16) Northwesterly, 64.96 feet along the arc of a non-tangent curve to the right having a radius of 660.00 feet and a central angle of 05°38'22" (chord bearing N.56°04'05"W., 64.94 feet); 17) Westerly, 328.18 feet along the arc of a reverse curve to the left having a radius of 440.00 feet and a central angle of 42°44'05" (chord bearing N.74°36'57"W., 320.63 feet); 18) S.84°01'00"W., a distance of 214.55 feet; 19) Northwesterly, 317.45 feet along the arc of a tangent curve to the right having a radius of 245.00 feet and a central angle of 74°14'21" (chord bearing N.58°51'49"W., 295.71 feet); 20) S.89°58'48"W., a distance of 20.62 feet; thence N.06°55'48"E., a distance of 26.57 feet; thence N.00°01'12"W., a distance of 506.04 feet; thence S.89°58'48"W., a distance of 125.00 feet; thence N.00°01'12"W., a distance of 58.42 feet; thence Northeasterly, 23.56 feet along the arc of a tangent curve to the right having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing N.44°58'48"E., 21.21 feet); thence N.00°01'12"W., a distance of 50.00 feet; thence N.89°58'48"E., a distance of 110.00 feet; thence N.00°01'12"W., a distance of 380.49 feet; thence Northeasterly, 233.10 feet along the arc of a tangent curve to the right having a radius of 250.00 feet and a central angle of 53°25'25" (chord bearing N.26°41'31"E., 224.75 feet); thence N.36°35'47"W., a distance of 62.82 feet; thence N.00°21'04"E., a distance of 20.00 feet to a point on the Northerly boundary of said Tract F-1; thence along said Northerly boundary, S.89°38'56"E., a distance of 1166.30 feet to the **POINT OF BEGINNING**.

Containing 41.177 acres, more or less.

EXHIBIT E

Legal Description of Phase 4

A parcel of land lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

BEGIN at the Northwest corner of PLANTATION PALMS, according to the plat thereof, as recorded in Plat Book 39, Pages 21 through 24, of the Public Records of Hernando County, Florida; thence along the South boundary of the Northwest 1/4 of said Section 16, N.89°50'48"W., a distance of 307.03 feet; thence Southwesterly, 24.34 feet along the arc of a non-tangent curve to the right having a radius of 130.00 feet and a central angle of 10°43'41" (chord bearing S.42°54'27"W., 24.31 feet); thence Southerly, 71.27 feet along the arc of a reverse curve to the left having a radius of 70.00 feet and a central angle of 58°19'54" (chord bearing S.19°06'21"W., 68.23 feet); thence S.10°03'37"E., a distance of 19.78 feet; thence S.79°56'23"W., a distance of 70.00 feet; thence N.10°03'37"W., a distance of 19.78 feet; thence Northwesterly, 71.27 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 58°19'54" (chord bearing N.39°13'34"W., 68.23 feet); thence Northwesterly, 25.92 feet along the arc of a reverse curve to the right having a radius of 130.00 feet and a central angle of 11°25'21" (chord bearing N.62°40'51"W., 25.87 feet); thence Westerly, 63.85 feet along the arc of a reverse curve to the left having a radius of 70.00 feet and a central angle of 52°15'39" (chord bearing N.83°06'00"W., 61.66 feet); thence Southwesterly, 89.24 feet along the arc of a compound curve to the left having a radius of 935.00 feet and a central angle of 05°28'07" (chord bearing S.68°02'07"W., 89.21 feet); thence N.24°41'57"W., a distance of 120.00 feet; thence southwesterly, 214.96 feet along the arc of a non-tangent curve to the left having a radius of 1055.00 feet and a central angle of 11°40'28" (chord bearing S.59°27'49"W., 214.59 feet); thence N.36°22'25"W., a distance of 66.87 feet; thence northwesterly, 226.89 feet along the arc of a non-tangent curve to the left having a radius of 190.00 feet and a central angle of 68°25'18" (chord bearing N.22°23'26"W., 213.65 feet); thence N.18°44'16"W., a distance of 30.69 feet; thence northerly, 138.85 feet along the arc of a tangent curve to the right having a radius of 150.00 feet and a central angle of 53°02'14" (chord bearing N.07°46'52"E., 133.95 feet); thence N.86°37'35"E., a distance of 36.13 feet; thence easterly, 42.46 feet along the arc of a non-tangent curve to the left having a radius of 550.00 feet and a central angle of 04°25'24" (chord bearing S.69°51'02"E., 42.45 feet); thence S.72°03'44"E., a distance of 101.07 feet; thence northeasterly, 308.06 feet along the arc of a tangent curve to the left having a radius of 200.00 feet and a central angle of 88°15'09" (chord bearing N.63°48'41"E., 278.50 feet); thence N.19°41'06"E., a distance of 224.13 feet; thence northwesterly, 15.21 feet along the arc of a non-tangent curve to the left having a radius of 15.00 feet and a central angle of 58°06'07" (chord bearing N.43°00'41"W., 14.57 feet); thence N.72°03'44"W., a distance of 97.56 feet; thence southwesterly, 23.10 feet along the arc of a tangent curve to the left having a radius of 15.00 feet and a central angle of 88°15'09" (chord bearing S.63°48'41"W., 20.89 feet); thence N.73°06'34"W., a distance of 50.06 feet; thence S.19°41'06"W., a distance of 109.59 feet; thence N.72°03'44"W., a distance of 129.13 feet; thence northwesterly, 314.79 feet along the arc of a tangent curve to the right having a radius of 250.00 feet and a central angle of 72°08'39" (chord bearing N.35°59'25"W., 294.40 feet); thence N.00°04'54"E., a distance of 270.91 feet; thence northeasterly, 1262.51 feet along the arc of a tangent curve to the right having a radius of 1100.00 feet and a central angle of 65°45'37" (chord bearing N.32°57'43"E., 1194.34 feet); thence N.89°58'48"E., a distance of 235.19 feet; thence S.00°01'12"E., a distance of 125.41 feet; thence N.89°58'48"E., a distance of 50.00 feet; thence southeasterly, 23.56 feet along the arc of a non-tangent curve to the left having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing S.45°01'12"E., 21.21 feet); thence N.89°58'48"E., a distance of 10.00 feet; thence

S.00°01'12"E., a distance of 50.00 feet; thence Southwesterly, 23.56 feet along the arc of a non-tangent curve to the left having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing S.44°58'48"W., 21.21 feet); thence S.00°01'12"E., a distance of 58.42 feet; thence N.89°58'48"E., a distance of 125.00 feet; thence S.00°01'12"E., a distance of 506.04 feet; thence S.06°55'48"W., a distance of 26.57 feet to the Northwest corner of Tract D-5 of said CALDERA PHASE I; thence along the Easterly boundary of said Tract F-1 the following twelve (12) courses: 1) Southerly, 389.73 feet along the arc of a non-tangent curve to the right having a radius of 762.73 feet and a central angle of 29°16'36" (chord bearing S.20°07'25"W., 385.51 feet); 2) S.34°47'11"W., a distance of 88.58 feet; 3) S.34°36'27"W., a distance of 50.00 feet; 4) S.31°55'26"W., a distance of 80.10 feet; 5) S.55°12'49"E., a distance of 29.86 feet; 6) S.89°50'44"E., a distance of 290.71 feet; 7) Southwesterly, 314.16 feet along the arc of a tangent curve to the left having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing S.45°09'16"W., 282.84 feet); 8) S.00°09'16"W., a distance of 200.00 feet; 9) Southeasterly, 314.16 feet along the arc of a tangent curve to the left having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing S.44°50'44"E., 282.84 feet); 10) S.89°50'44"E., a distance of 97.69 feet; 11) Easterly, 143.75 feet along the arc of a tangent curve to the left having a radius of 2010.00 feet and a central angle of 04°05'51" (chord bearing N.88°06'21"E., 143.72 feet); 12) S.04°05'08"E., a distance of 190.66 feet; 13) N.89°50'44"W., a distance of 404.72 feet to the **POINT OF BEGINNING**.

Containing 42.626 acres, more or less.

EXHIBIT B

Final First Supplemental Special Assessment Methodology Report, dated August 7, 2024

CALDERA COMMUNITY DEVELOPMENT DISTRICT

Final First Supplemental Special Assessment Methodology Report

August 7, 2024



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

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Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Final First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated June 15, 2023 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Caldera Community Development District (the “District”), located in unincorporated Hernando County, Florida, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of the 470 residential dwelling units projected to be developed within the Assessment Area One (defined herein.)

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of what is known as the “2024 Project,” which refers to the portion of the District’s overall “Capital Improvement Plan” related to the development of the 470 residential units within Phases 1, 2, 3 and 4 of development within the District (“Assessment Area One”). The 2024 Project is described in the Engineer’s Report dated June 2023 as supplemented by the Supplemental Engineer’s Report developed by Coastal Engineering Associates, Inc. (the “District Engineer”) and dated February 21, 2024 (collectively the “Engineer’s Report”). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the 2024 Project with proceeds of indebtedness projected to be issued by the District (herein the “Series 2024 Bonds”).

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the 2024 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District but outside of Assessment Area One, outside of the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area One. The District’s 2024 Project enables properties within Assessment Area One to be developed.

There is no doubt that the general public and property owners of property outside Assessment Area One will benefit from the provision of the 2024 Project. However, these benefits are only incidental since the 2024 Project is designed solely to provide special benefits peculiar to property within Assessment Area One. Properties outside Assessment Area One are not directly served by the 2024 Project and do not depend upon the 2024 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area One properties receive compared to those lying outside of the boundaries of Assessment Area One.

The 2024 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area One developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area One to increase by more than the sum of the financed cost of the individual components of the 2024 Project. Even though the exact value of the benefits provided by the 2024 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the 2024 Project as determined by the District Engineer.

Section Four discusses the financing program for Assessment Area One.

Section Five introduces the special assessment methodology for Assessment Area One.

2.0 Development Program

2.1 Overview

The District will serve the Caldera development, a master planned residential development located in Hernando County, Florida. The land within the District consists of approximately 253.679 +/- acres and is generally located west of Suncoast Parkway South, south of

Robinhood Village, north of Powerline Road and east of Weeki Wachee Acres.

2.2 The Development Program

The development of Caldera is anticipated to be conducted by Pulte Home Company, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions a total of 814 residential dwelling units developed over a multi-year period in multiple development phases, although unit numbers, land use types and phasing may change throughout the development period. Of the aforementioned 814 units, the first four (4) phases of development will consist of 470 residential dwelling units, will be developed within Assessment Area One, while the balance or 344 residential dwelling units, will be developed within Assessment Area Two. Table 1 in the *Appendix* illustrates the development plan for Caldera.

3.0 The 2024 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The 2024 Project

The 2024 Project comprises a portion of the Capital Improvement Plan for the District and is designed to serve and will benefit, upon platting, the 470 residential dwelling units that are projected to be developed within Assessment Area One. According to the Engineer's Report, the 2024 Project is comprised of roadway improvements, stormwater management system, water & wastewater utilities, hardscape, landscape, and irrigation, incremental cost of undergrounding of electrical utility lines and offsite improvements, the costs of which, along with contingencies and professional services, were estimated by the District Engineer at \$19,106,848. Please note that the balance of the Capital Improvement Plan, referred to herein as the Future Project is designed to serve and will benefit, upon platting, the 344 residential dwelling units that are projected to be developed within a designated assessment area referred to as Assessment Area Two and its costs

are estimated by the District at \$13,202,372 bringing the total cost of the Capital Improvement Plan to \$32,309,220. The public infrastructure improvements that comprise the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will comprise an integrated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within Assessment Area One. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure improvements has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2024 Bonds in the total principal amount of \$8,910,000 to finance a portion of the 2024 Project costs in the total amount of \$8,145,556.86. It is anticipated that any costs of the 2024 Project which are not funded by the Series 2024 Bonds will be completed or funded by the Developer. The Series 2024 Bonds are structured to be amortized in 30 annual installments. Interest payments on the Series 2024 Bonds would be made every May 1 and November 1, and principal payments on the Series 2024 Bonds would be made every May 1.

In order to finance a portion of the costs of the 2024 Project in the total amount of \$8,145,556.86, the District will need to borrow more funds and incur indebtedness in the total principal amount of \$8,910,000. The difference is comprised of funding a debt service reserve, funding capitalized interest and paying costs of issuance, which include the underwriter's discount. The sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the 2024 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of Assessment Area One and general benefits accruing to areas outside Assessment Area One and outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2024 Project. All properties that receive special benefits from the 2024 Project will be assessed for their fair share of the debt issued in order to finance a portion of the 2024 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 814 residential units developed in eight (8) phases, with Assessment Area One consisting of a total of 470 residential dwelling units within Phases 1 through 4 and Assessment Area Two consisting of a total of 344 residential dwelling units within Phases 5, through 8, although unit numbers, land uses and product types may change throughout the development period.

The public infrastructure included in the Capital Improvement Plan will comprise an interrelated system of master improvements, which means that all of the public infrastructure improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases of development within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the Capital Improvement Plan will comprise an interrelated system of public improvements, the public infrastructure improvements are projected to be constructed in two (2) infrastructure construction phases or projects coinciding with the phases of land development. The 2024 Project, consists of that portion of the overall Capital Improvement

Plan that is necessary for the development of land within Assessment Area One.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Assessment Area One within the District, the District will assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Master Report, this First Supplemental Report proposes to allocate the benefit associated with the Capital Improvement Plan to the product types proposed to be developed within Assessment Area One and Assessment Area Two in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area One and Assessment Area Two based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Plan less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the Capital Improvement Plan.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* illustrates the benefit allocation of the Capital Improvement Plan to Assessment Area One and Assessment Area Two. Table 6 in the *Appendix* presents the allocation of the amount of Capital Improvement Plan costs allocated to Assessment Area One to the various unit types proposed to be developed in Assessment Area One based on the ERU benefit allocation factors present in Table 4. Further, Table 6 illustrates the approximate costs that are projected to be financed with the Series 2024 Bonds, and the approximate costs of the portion of the 2024 Project costs allocable to Assessment Area One to be contributed by the Developer. With the Series 2024 Bonds funding \$8,145,556.86 in costs of the 2024 Project, the Developer is anticipated to fund improvements valued at \$10,232,381.60 which will not be funded with proceeds of the Series 2024 Bonds. Finally, Table 7 in the *Appendix* presents the apportionment of the non-ad valorem special assessments securing the Series 2024 Bonds (herein, the “Series 2024 Bond Assessments”) and also present the annual levels of the projected annual debt service assessments per unit type.

Amenities - No Series 2024 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development. If owned by an affiliate of the Developer and designated on the applicable plat as a common element for the exclusive benefit of the property owners, the amenities and common areas would not be subject to Series 2024 Bonds Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2024 Bond Assessments and would be open to the general public, subject to District rules and policies.

Governmental Property - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government or similar exempt entity (without consent of such governmental unit or similarly exempt entity to the imposition of Series 2024 Bond Assessments thereon), all future unpaid Series 2024 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Debt

The land in Assessment Area One is only partially platted for its intended final use. Out of the projected 470 single family units, the 402 single family units that comprise Phases 1, 3, and 4 have already been platted and assigned individual parcel numbers by the

Hernando County Property Appraiser's Office. In addition, the 68 single family units that comprise Phase 2 remain unplatted.

The Series 2024 Bond Assessments will be allocated to each platted parcel which has been assigned individual parcel numbers by the Hernando County Property Appraiser's Office on a first platted-first assigned basis based on the planned uses for those platted parcels as reflected in Table 7 in the *Appendix*. Consequently, the 402 single family units of Phases 1, 3, and 4 which have been platted will cumulatively be allocated a sum of \$7,270,441.30 in Series 2024 Bond Assessments. For the remaining 68 single family units of Phase 2 that either have been platted but not yet assigned individual parcel numbers by the Hernando County Property Appraiser's Office or remain unplatted, the precise location of the various product types by lot or parcel is unknown and consequently the Series 2024 Bond Assessments will initially be levied on the remaining developable and unplatted land and platted land which has not yet been assigned individual parcel numbers by the Hernando County Property Appraiser's Office on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$1,639,558.70 (\$8,910,000.00 minus the \$7,270,441.30 allocated to the platted lots within Phases 1, 3, and 4 which have been assigned individual parcel numbers by the Hernando County Property Appraiser's Office) and will be preliminarily levied on approximately 16.107 +/- gross acres (remaining unplatted parcel as described in Exhibit "B" attached hereto) at an approximate rate of \$101,791.69 per acre.

When the balance of the land is platted and assigned individual parcel numbers by the Hernando County Property Appraiser's Office, the Series 2024 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Such allocation of Series 2024 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2024 Bond Assessments levied on unplatted gross acres within the District.

Transferred Property. In the event unplatted land within Assessment Area One is sold to a third party (the "Transferred Property"), the Series 2024 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this First Supplemental

Report. The owner of the Transferred Property will be responsible for the total Series 2024 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Series 2024 Bond Assessment is allocated to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Series 2024 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all

assessable property within Assessment Area One within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Plan by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 4 in the Appendix ("Development Plan"). At such time as lands within Assessment Area One are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2024 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2024 Bond Assessments to be recorded in the District's improvement lien book.
- b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2024 Bond Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2024 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2024 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2024 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall Development Plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised Development Plan, and e) documentation that shows the feasibility of implementing the proposed Development Plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2024 Bond Assessments to pay debt service on the Series 2024 Bond Assessments and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2024 Bond Assessments to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2024 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area One, any unallocated Series 2024 Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up

agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

5.7 Assessment Roll

The Series 2024 Bond Assessments in the amount of \$7,270,441.30 are proposed to be levied over the area described in Exhibit “A”. The Series 2024 Bond Assessments in the amount of \$1,639,558.70 are proposed to be levied over the area described in Exhibit “B”. Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Caldera

Community Development District

Development Plan

Product Type	Assessment Area One Units	Assessment Area Two Units	Total Number of Units
SF 40'	161	59	220
SF 50'	167	179	346
SF 60'	142	106	248
Total	470	344	814

Table 2

Caldera

Community Development District

Capital Improvement Plan Costs

Improvement	2024 Project	Future Project	Total Costs
Roadway Improvements	\$5,663,114	\$4,100,876	\$9,763,990
Stormwater Management System	\$2,247,457	\$1,627,469	\$3,874,926
Water & Wastewater Utilities	\$4,261,672	\$3,086,038	\$7,347,710
Hardscape, Landscape, and Irrigation	\$1,858,900	\$1,346,100	\$3,205,000
Undergrounding of Electrical Utility Lines	\$696,000	\$504,000	\$1,200,000
Offsite Improvements	\$875,000	\$0	\$875,000
Professional Services	\$1,756,442	\$1,271,906	\$3,028,348
Contingency	\$1,748,263	\$1,265,983	\$3,014,246
Total	\$19,106,848	\$13,202,372	\$32,309,220

Table 3

Caldera

Community Development District

Sources and Uses of Funds

Series 2024

Sources

Bond Proceeds:

Par Amount	\$8,910,000.00
Original Issue Discount	-\$7,929.85

Total Sources	\$8,902,070.15
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Uses

Project Fund Deposits:

Project Fund	\$8,145,556.86
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Other Fund Deposits:

Debt Service Reserve Fund	\$291,175.00
Capitalized Interest Fund	\$85,668.29

Delivery Date Expenses:

Costs of Issuance	\$379,670.00
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Total Uses	\$8,902,070.15
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Table 4

Caldera

Community Development District

Benefit Allocation

Product Type	Assessment Area		Total ERU	Percent of Total
	One Units	ERU Weight		
SF 40'	161	0.80	128.80	15.7150%
SF 50'	167	1.00	167.00	20.3758%
SF 60'	142	1.20	170.40	20.7906%
Total	470		466.20	56.8814%

Assessment Area				
Product Type	Two Units	ERU Weight	Total ERU	Percent of Total
SF 40'	59	0.80	47.20	5.7589%
SF 50'	179	1.00	179.00	21.8399%
SF 60'	106	1.20	127.20	15.5198%
Total	344		353.40	43.1186%

Grand Total			819.60	100.0000%
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Table 5

Caldera

Community Development District

ERU-Based Allocation of Costs of the Capital Improvement Plan to Assessment Area One and Assessment Area Two

	Total ERU	Percent of Total	Allocation of Costs of Capital Improvement Plan
Assessment Area One Capital Improvement Plan Cost	466.20	56.8814%	\$18,377,938.46
Assessment Area Two Capital Improvement Plan Cost	353.40	43.1186%	\$13,931,281.54
Total	819.60	100.0000%	\$32,309,220.00

Product Type	Capital Improvement Plan Cost Allocation to Assessment Area One	Capital Improvement Plan Cost Allocation to Assessment Area Two	Total Capital Improvement Plan Allocation
SF 40'	\$5,077,388.40	\$1,860,657.86	\$6,938,046.27
SF 50'	\$6,583,259.81	\$7,056,308.42	\$13,639,568.23
SF 60'	\$6,717,290.25	\$5,014,315.26	\$11,731,605.51
Total	\$18,377,938.46	\$13,931,281.54	\$32,309,220.00

Table 6

Caldera

Community Development District

2024 Project Assessment Area One Costs Allocation

Product Type	Capital Improvement Plan Cost Allocation to Assessment Area One	Capital Improvement Plan Cost Contributed by Developer	Capital Improvement Plan Cost Funded by Series 2024 Bonds
SF 40'	\$5,077,388.40	\$2,893,483.90	\$2,183,904.50
SF 50'	\$6,583,259.81	\$3,751,644.50	\$2,831,615.31
SF 60'	\$6,717,290.25	\$3,587,253.20	\$3,130,037.04
Total	\$18,377,938.46	\$10,232,381.60	\$8,145,556.86

Table 7

Caldera

Community Development District

Series 2024 Bonds Assessment Apportionment

Product Type	Assessment Area One Units	Capital Improvement Plan Cost Funded by Series 2024 Bonds	Total Series 2024 Bond Assessments Apportionment	Series 2024 Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
SF 40'	161	\$2,183,904.50	\$2,388,859.28	\$14,837.64	\$1,054.10
SF 50'	167	\$2,831,615.31	\$3,097,356.37	\$18,547.04	\$1,317.63
SF 60'	142	\$3,130,037.04	\$3,423,784.35	\$24,111.16	\$1,712.92
Total	470	\$8,145,556.86	\$8,910,000.00		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 4% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

EXHIBIT "A"

Lot #	Owner	Product Type	Assessment
1	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
2	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
3	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
4	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
5	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
6	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
7	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
8	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
9	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
10	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
11	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
12	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
13	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
14	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
15	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
16	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
17	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
18	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
19	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
20	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
21	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
22	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
23	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
24	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
25	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
26	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
27	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
28	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
29	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
30	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
31	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
32	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
33	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
34	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
35	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
36	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
37	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
38	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
39	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
40	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
41	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
42	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
43	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
44	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
45	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16

EXHIBIT "A"

46	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
47	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
48	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
49	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
50	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
51	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
52	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
53	HOMES BY WEST BAY, LLC	SF 60	\$24,111.16
122	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
123	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
124	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
125	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
126	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
127	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
128	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
129	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
130	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
131	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
132	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
133	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
134	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
135	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
136	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
137	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
138	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
139	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
140	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
141	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
142	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
143	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
144	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
145	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
146	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
147	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
148	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
149	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
150	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
151	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
152	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
153	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
154	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
155	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
156	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
157	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
158	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
159	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
160	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64

EXHIBIT "A"

[illegible]

EXHIBIT "A"

208	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
209	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
210	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
211	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
212	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
213	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
214	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
215	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
216	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
217	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
218	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
219	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
220	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
221	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
222	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
223	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
224	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
225	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
226	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
227	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
228	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
229	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
230	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
231	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
232	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
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234	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
235	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
236	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
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EXHIBIT "A"

255	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
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287	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
288	PULTE HOME COMPANY, LLC	SF 60	\$24,111.16
289	PULTE HOME COMPANY, LLC	SF 60	\$24,111.16
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EXHIBIT "A"

302	PULTE HOME COMPANY, LLC	SF 60	\$24,111.16
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331	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
465	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
466	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
467	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
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478	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
479	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
480	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
481	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64

EXHIBIT "A"

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EXHIBIT "A"

529	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
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547	PULTE HOME COMPANY, LLC	SF 40	\$14,837.64
548	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
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574	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
575	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04

EXHIBIT "A"

576	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
577	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
578	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
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600	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
601	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
602	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
603	PULTE HOME COMPANY, LLC	SF 50	\$18,547.04
Total		402	\$7,270,441.30

EXHIBIT “B”

Series 2024 Bond Assessments in the amount of \$1,639,558.70 are proposed to be levied uniformly over the area described below:

DESCRIPTION:

All of Tract F-2, CALDERA PHASE I, according to the plat thereof, as recorded in Plat Book __, Pages __ through __, of the Public Records of Hernando County, Florida; lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of Tract D-5; run thence along the Easterly, Southerly, Westerly and Northerly boundary of said Tract F-2, respectively, the following fifteen (15) courses: 1) Southeasterly, 196.53 feet along the arc of a non-tangent curve to the right having a radius of 200.01 feet and a central angle of 56°17'52" (chord bearing S.44°33'27"E., 188.71 feet); 2) Southerly, 48.49 feet along the arc of a non-tangent curve to the left having a radius of 960.00 feet and a central angle of 02°53'38" (chord bearing S.17°20'32"E., 48.48 feet); 3) N.64°57'38"E., a distance of 5.93 feet; 4) S.18°45'42"E., a distance of 80.48 feet; 5) S.64°57'38"W., a distance of 2.53 feet; 6) Southeasterly, 38.79 feet along the arc of a non-tangent curve to the left having a radius of 960.00 feet and a central angle of 02°18'54" (chord bearing S.24°44'01"E., 38.79 feet); 7) Southerly, 320.45 feet along the arc of a reverse curve to the right having a radius of 200.00 feet and a central angle of 91°48'06" (chord bearing S.20°00'35"W., 287.25 feet); 8) Westerly, 850.50 feet along the arc of a compound curve to the right having a radius of 2010.00 feet and a central angle of 24°14'38" (chord bearing S.78°01'57"W., 844.17 feet); 9) N.89°50'44"W., a distance of 97.69 feet; 10) Northwesterly, 314.16 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing N.44°50'44"W., 282.84 feet); 11) N.00°09'16"E., a distance of 200.00 feet; 12) Northeasterly, 314.16 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 90°00'00" (chord bearing N.45°09'16"E., 282.84 feet); 13) S.89°50'44"E., a distance of 97.69 feet; 14) Easterly, 606.22 feet along the arc of a tangent curve to the left having a radius of 1410.00 feet and a central angle of 24°38'02" (chord bearing N.77°50'15"E., 601.56 feet); 15) Easterly, 145.88 feet along the arc of a reverse curve to the right having a radius of 200.01 feet and a central angle of 41°47'20" (chord bearing N.86°23'57"E., 142.67 feet) to the **POINT OF BEGINNING.**

Containing 16.107 acres, more or less.

EXHIBIT C **Maturities and Coupon of Series 2024 Bonds**

BOND PRICING

Caldera Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area One)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Call Date	Call Price
Term 1:	05/01/2031	1,085,000	4.300%	4.300%	100.000		
Term 2:	05/01/2044	3,295,000	5.000%	4.950%	100.389 C	11/01/2034	100.000
Term 3:	05/01/2054	4,530,000	5.200%	5.230%	99.542		
		8,910,000					

Dated Date	08/22/2024	
Delivery Date	08/22/2024	
First Coupon	11/01/2024	
Par Amount	8,910,000.00	
Original Issue Discount	-7,929.85	
Production	8,902,070.15	99.911001%
Underwriter's Discount	-178,200.00	-2.000000%
Purchase Price	8,723,870.15	97.911001%
Accrued Interest		
Net Proceeds	8,723,870.15	

EXHIBIT D

Sources and Uses of Funds for Series 2024 Bonds

SOURCES AND USES OF FUNDS

Caldera Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One)

Sources:

Bond Proceeds:	
Par Amount	8,910,000.00
Net Original Issue Discount	-7,929.85
	8,902,070.15

Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (50% MADS)	291,175.00
Capitalized Interest Fund (thru 11/1/24)	85,668.29
	376,843.29
Delivery Date Expenses:	
Cost of Issuance	201,470.00
Underwriter's Discount	178,200.00
	379,670.00
Other Uses of Funds:	
Construction Fund	8,145,556.86
	8,902,070.15

EXHIBIT E**Annual Debt Service Payment Due on Series 2024 Bonds****BOND DEBT SERVICE****Caldera Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area One)**

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2024			85,668.29	85,668.29
11/01/2025	135,000	4.300%	444,062.50	579,062.50
11/01/2026	140,000	4.300%	438,150.00	578,150.00
11/01/2027	150,000	4.300%	431,915.00	581,915.00
11/01/2028	155,000	4.300%	425,357.50	580,357.50
11/01/2029	160,000	4.300%	418,585.00	578,585.00
11/01/2030	170,000	4.300%	411,490.00	581,490.00
11/01/2031	175,000	4.300%	404,072.50	579,072.50
11/01/2032	185,000	5.000%	395,685.00	580,685.00
11/01/2033	195,000	5.000%	386,185.00	581,185.00
11/01/2034	205,000	5.000%	376,185.00	581,185.00
11/01/2035	215,000	5.000%	365,685.00	580,685.00
11/01/2036	225,000	5.000%	354,685.00	579,685.00
11/01/2037	235,000	5.000%	343,185.00	578,185.00
11/01/2038	250,000	5.000%	331,060.00	581,060.00
11/01/2039	260,000	5.000%	318,310.00	578,310.00
11/01/2040	275,000	5.000%	304,935.00	579,935.00
11/01/2041	290,000	5.000%	290,810.00	580,810.00
11/01/2042	305,000	5.000%	275,935.00	580,935.00
11/01/2043	320,000	5.000%	260,310.00	580,310.00
11/01/2044	335,000	5.000%	243,935.00	578,935.00
11/01/2045	355,000	5.200%	226,330.00	581,330.00
11/01/2046	375,000	5.200%	207,350.00	582,350.00
11/01/2047	395,000	5.200%	187,330.00	582,330.00
11/01/2048	415,000	5.200%	166,270.00	581,270.00
11/01/2049	435,000	5.200%	144,170.00	579,170.00
11/01/2050	460,000	5.200%	120,900.00	580,900.00
11/01/2051	485,000	5.200%	96,330.00	581,330.00
11/01/2052	510,000	5.200%	70,460.00	580,460.00
11/01/2053	535,000	5.200%	43,290.00	578,290.00
11/01/2054	565,000	5.200%	14,690.00	579,690.00
	8,910,000		8,583,325.79	17,493,325.79

BOND DEBT SERVICE

Caldera Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2024			85,668.29	85,668.29	85,668.29
05/01/2025	135,000	4.300%	223,482.50	358,482.50	
11/01/2025			220,580.00	220,580.00	579,062.50
05/01/2026	140,000	4.300%	220,580.00	360,580.00	
11/01/2026			217,570.00	217,570.00	578,150.00
05/01/2027	150,000	4.300%	217,570.00	367,570.00	
11/01/2027			214,345.00	214,345.00	581,915.00
05/01/2028	155,000	4.300%	214,345.00	369,345.00	
11/01/2028			211,012.50	211,012.50	580,357.50
05/01/2029	160,000	4.300%	211,012.50	371,012.50	
11/01/2029			207,572.50	207,572.50	578,585.00
05/01/2030	170,000	4.300%	207,572.50	377,572.50	
11/01/2030			203,917.50	203,917.50	581,490.00
05/01/2031	175,000	4.300%	203,917.50	378,917.50	
11/01/2031			200,155.00	200,155.00	579,072.50
05/01/2032	185,000	5.000%	200,155.00	385,155.00	
11/01/2032			195,530.00	195,530.00	580,685.00
05/01/2033	195,000	5.000%	195,530.00	390,530.00	
11/01/2033			190,655.00	190,655.00	581,185.00
05/01/2034	205,000	5.000%	190,655.00	395,655.00	
11/01/2034			185,530.00	185,530.00	581,185.00
05/01/2035	215,000	5.000%	185,530.00	400,530.00	
11/01/2035			180,155.00	180,155.00	580,685.00
05/01/2036	225,000	5.000%	180,155.00	405,155.00	
11/01/2036			174,530.00	174,530.00	579,685.00
05/01/2037	235,000	5.000%	174,530.00	409,530.00	
11/01/2037			168,655.00	168,655.00	578,185.00
05/01/2038	250,000	5.000%	168,655.00	418,655.00	
11/01/2038			162,405.00	162,405.00	581,060.00
05/01/2039	260,000	5.000%	162,405.00	422,405.00	
11/01/2039			155,905.00	155,905.00	578,310.00
05/01/2040	275,000	5.000%	155,905.00	430,905.00	
11/01/2040			149,030.00	149,030.00	579,935.00
05/01/2041	290,000	5.000%	149,030.00	439,030.00	
11/01/2041			141,780.00	141,780.00	580,810.00
05/01/2042	305,000	5.000%	141,780.00	446,780.00	
11/01/2042			134,155.00	134,155.00	580,935.00
05/01/2043	320,000	5.000%	134,155.00	454,155.00	
11/01/2043			126,155.00	126,155.00	580,310.00
05/01/2044	335,000	5.000%	126,155.00	461,155.00	
11/01/2044			117,780.00	117,780.00	578,935.00
05/01/2045	355,000	5.200%	117,780.00	472,780.00	
11/01/2045			108,550.00	108,550.00	581,330.00
05/01/2046	375,000	5.200%	108,550.00	483,550.00	
11/01/2046			98,800.00	98,800.00	582,350.00
05/01/2047	395,000	5.200%	98,800.00	493,800.00	
11/01/2047			88,530.00	88,530.00	582,330.00
05/01/2048	415,000	5.200%	88,530.00	503,530.00	
11/01/2048			77,740.00	77,740.00	581,270.00
05/01/2049	435,000	5.200%	77,740.00	512,740.00	
11/01/2049			66,430.00	66,430.00	579,170.00
05/01/2050	460,000	5.200%	66,430.00	526,430.00	
11/01/2050			54,470.00	54,470.00	580,900.00
05/01/2051	485,000	5.200%	54,470.00	539,470.00	
11/01/2051			41,860.00	41,860.00	581,330.00

BOND DEBT SERVICE

Caldera Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area One)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2052	510,000	5.200%	41,860.00	551,860.00	
11/01/2052			28,600.00	28,600.00	580,460.00
05/01/2053	535,000	5.200%	28,600.00	563,600.00	
11/01/2053			14,690.00	14,690.00	578,290.00
05/01/2054	565,000	5.200%	14,690.00	579,690.00	
11/01/2054					579,690.00
	8,910,000		8,583,325.79	17,493,325.79	17,493,325.79

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

7A

CALDERA COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Caldera Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: August 15, 2024
TIME: 10:30 A.M.
LOCATION: Greater Hernando County Chamber of Commerce
15588 Aviation Loop Drive
Brooksville, Florida 34604

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2025; to consider the adoption of an assessment roll, and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	53	1.00	\$1,092.28
Undeveloped Land	231.76	3.28	\$3,588.49

*Includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Hernando County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill no later than November of this year. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Wraithell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://calderacdd.net/>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

District Manager



Subcategory
Miscellaneous Notices

[View original file](#)

Published: July 28, August 2, 2023

CALDERA COO
PULTE HOME COMPANY, LLC

Keywords:
caldera community development district

[View original file](#)

CALDERA COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ADDITIONAL FULL AND FINAL LTV COLLECTION AND EMPLOYMENT OF THE SAME; AND NOTICE OF INCULCATION OF SUPERVISORY RESOLUTION

The Board of Supervisors ("Board") for the Caldera Community Development District ("District") will hold the following public hearings and Board meeting:

DATE: August 10, 2024
TIME: 12:00 P.M.
LOCATION: Santa Fe Community Center of Seminole
1555 Avenida Linda Drive
Boca Raton, Florida 33434

The first public hearing is being held pursuant to Chapter 197, Florida Statutes, to receive public comment and questions on the District's proposed budget, Proposed Budget 1 for the year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapter 197, Florida Statutes, to consider the proposition of operations and maintenance special assessments ("O&M Assessments") upon the area located within the District to fund the Proposed Budget for FY 2025, to consider the adoption of an assessment rate, and to provide for the adoption and enforcement of O&M Assessments. At the conclusion of the public hearing, the Board will, by resolution, adopt a budget and any O&M Assessments as they are approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District proposes O&M Assessments on parcels located within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be assessed, is provided in the O&M Assessments, and is set forth in the Proposed Budget. A geographic location of the property currently subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	33	1.00	\$1,092.28
Unimproved Land	211.76	1.25	\$1,552.49

*Includes collection costs and administrative expenses

NOTE: THIS NOTICE RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ADJUSTMENT (EAU) OR UNITS (ERU) FACTORS, AND UNIT ADJUSTMENT AMOUNTS AT THE PUBLIC HEARING WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or any default discounts imposed on assessments levied by the District. The District on the 1st day of January, pursuant to Section 197.002(4), Florida Statutes, has an amount that serves as the maximum rate authorized by law for O&M Assessments, such that the public hearing on O&M Assessments and the final decision proposed in future years under the O&M Assessments are proposed to be increased or reduced in accordance with Section 197.002(4), Florida Statutes, in that the O&M Assessments do not include any default discounts imposed by the District.

For FY 2025, the District intends to file with the County Tax Collector under the O&M Assessments proposed on certain developed property and will thereby collect the O&M Assessments on the remaining unimproved property. If any, by sending out a bill to the tax collector of the year, it is important to pay your O&M Assessment because failure to pay will cause a lien certificate to be issued against the property which may result in loss of use of the land. O&M Assessments may result in a foreclosure action which may result in a loss of use of the land. The District's intention to collect O&M Assessments on the County will not be by direct billing does not preclude the District from later seeking to collect those or other assessments in a different manner at a future time.

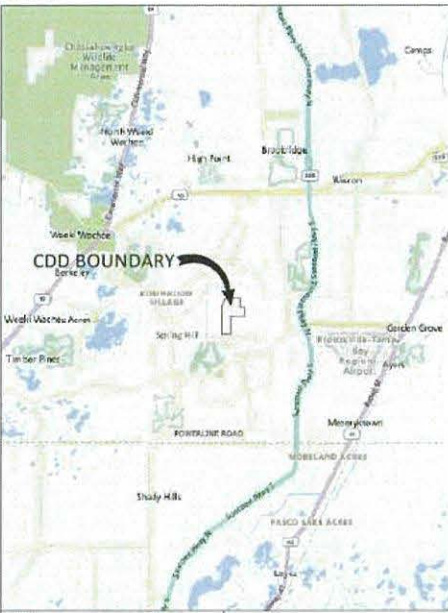
Additional Information

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, Proposed Assessment rate, and the agenda for the public hearings and meeting may be obtained at the office of the District Manager, Michael R. Smith, Esq., at 1555 Avenida Linda Drive, Suite 100, Boca Raton, Florida 33434. Please call (561) 997-0777, District Manager's Office, during normal business hours, or by e-mail, using the District's website at <http://www.calderacdd.com>. The public hearings and meeting may be continued in progress to a date, time, location, and place to be specified in the notice of the public hearings or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least ten (10) days prior to the public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-255-5777 (TDD) or 1-800-255-5777 (Voice) for an in-person or relayed District Manager's Office.

Please note that if a parcel owner has the right to appeal at the public hearings and meeting and may, and the owner disagrees with the District Manager's Office with twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the District will be heard in any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that, accordingly, the person(s) must ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



Coastal

LOCATION MAP
CALDERA CDD
FLUTE HOME COMPANY, LLC

Published: July 28, August 2, 2024

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

7B

RESOLUTION 2024-18
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Caldera Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Caldera Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A

FY 2025 Budget

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025
PROPOSED BUDGET**

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
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Debt Service Fund Budget - Series 2024	5
Assessment Summary	6

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
PROPOSED BUDGET**

	Fiscal Year 2024				Proposed
	Adopted Budget 2024	Actual through 03/31/2024	Projected through 09/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross					\$ 39,774
Allowable discounts (4%)					(1,591)
Assessment levy: on-roll - net	\$ -	\$ -	\$ -	\$ -	38,183
Assessment levy: off-roll	-	-	-	-	328,046
Landowner contribution	97,790	29,226	83,768	112,994	197,352
Total revenues	97,790	29,226	83,768	112,994	563,581
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	12,000	36,000	48,000	48,000
Legal	25,000	6,357	18,643	25,000	20,000
Engineering	2,000		2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	201	299	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	8,102	-	8,102	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,700
Contingencies/bank charges	750	681	69	750	750
Meeting room rental	-	-	-	-	2,000
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	1,591
Total professional & administrative	97,790	34,546	70,571	105,117	96,581

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
PROPOSED BUDGET**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget 2024	Actual through 03/31/2024	Projected through 09/30/2024	Total Actual & Projected	
Field operations					
Field operations management	-	-	-	-	12,000
Landscape maintenance	-	-	-	-	240,000
Mulch	-	-	-	-	50,000
Irrigation repairs	-	-	-	-	5,000
Landscape replacement	-	-	-	-	10,000
Pressure cleaning	-	-	-	-	5,000
Holiday decorations	-	-	-	-	5,000
General repairs/supplies	-	-	-	-	10,000
Lakes/ponds/waterways	-	-	-	-	-
Property insurance	-	-	-	-	15,000
Total field operations	-	-	-	-	352,000
Utilities					
Electric - common area	-	-	-	-	5,000
Streetlights	-	-	-	-	55,000
Total utilities	-	-	-	-	115,000
Total field operations	-	-	-	-	467,000
Total expenditures	97,790	34,546	70,571	105,117	563,581
 Excess/(deficiency) of revenues over/(under) expenditures	-	(5,320)	13,197	7,877	-
 Fund balance - beginning (unaudited)	-	(7,877)	(13,197)	(7,877)	-
Fund balance - ending (projected)					
Unassigned	-	(13,197)	-	-	-
Fund balance - ending	\$ -	\$ (13,197)	\$ -	\$ -	\$ -

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2000 until bonds are issued

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,700
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Meeting room rental	2,000
Website hosting & maintenance	705
Website ADA compliance	210

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations	
Field operations management	12,000
Landscape maintenance	240,000
Mulch	50,000
Irrigation repairs	5,000
Landscape replacement	10,000
Pressure cleaning	5,000
Holiday decorations	5,000
General repairs/supplies	10,000
Lakes/ponds/waterways	-
Property insurance	15,000
Total utilities	115,000
Total expenditures	<u><u>\$563,581</u></u>

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
PROPOSED BUDGET**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget 2024	Actual through 03/31/2024	Projected through 09/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 86,568
Allowable discounts (4%)	-				(3,463)
Assessment levy: net	-	\$ -	\$ -	\$ -	83,105
Special assessment: off-roll	-	-	-	-	502,708
Total revenues	-	-	-	-	585,813
EXPENDITURES					
Debt service					
Principal	-	-	-	-	115,000
Interest	-	-	-	-	462,688
Total debt service	-	-	-	-	577,688
Other fees & charges					
Costs of issuance	-	-	175,000	175,000	-
Underwriter's discount	-	-	169,400	169,400	-
Tax collector	-	-	-	-	3,463
Total other fees & charges	-	-	344,400	344,400	3,463
Total expenditures	-	-	344,400	344,400	581,151
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(344,400)	(344,400)	4,662
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	868,700	868,700	-
Total other financing sources/(uses)	-	-	868,700	868,700	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	524,300	524,300	4,662
Beginning fund balance (unaudited)	-	-	-	-	524,300
Ending fund balance (projected)	\$ -	\$ -	\$ 524,300	\$ 524,300	528,962
Use of fund balance:					
Debt service reserve account balance (required)					(291,375)
Principal and Interest expense - November 1, 2025					(229,763)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 7,824

Note: Series 2024 Bonds had their interest capitalized until 11/1/2024

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll

Assessment Area One

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
SF 40'	4	\$ 750.45	\$ 1,054.11	\$ 1,804.56	n/a
SF 50'	4	750.45	1,317.63	2,068.08	n/a
SF 60'	45	750.45	1,712.91	2,463.36	n/a
Total	53				

Off-Roll Assessments

Assessment Area One

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
SF 40'	157	\$ 690.41	\$ 969.78	\$ 1,660.19	n/a
SF 50'	163	690.41	1,212.22	1,902.63	n/a
SF 60'	97	690.41	1,575.88	2,266.29	n/a
Total	417				

Off-Roll Assessments

Assessment Area Two

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
SF 40'	59	\$ 116.70	\$ -	\$ 116.70	n/a
SF 50'	179	116.70	-	116.70	n/a
SF 60'	106	116.70	-	116.70	n/a
Total	344				

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

8A

CALDERA COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Caldera Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: August 15, 2024
TIME: 10:30 A.M.
LOCATION: Greater Hernando County Chamber of Commerce
15588 Aviation Loop Drive
Brooksville, Florida 34604

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2025; to consider the adoption of an assessment roll, and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	53	1.00	\$1,092.28
Undeveloped Land	231.76	3.28	\$3,588.49

*Includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Hernando County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill no later than November of this year. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://calderacdd.net/>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

District Manager



Subcategory
Miscellaneous Notices

[View original file](#)

Published: July 28, August 2, 2023

CALDERA COO
PULTE HOME COMPANY, LLC

Keywords:
caldera community development district

[View original file](#)

CALDERA COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ADDITIONAL FULL AND FINAL LATE COLLECTION AND ENFORCEMENT OF THE SAME; AND NOTICE OF INCALCULATIONS OF SUBORDINATE RESOURCES

The Board of Supervisors ("Board") for the Caldera Community Development District ("District") will hold the following public hearings and Board meeting:

DATE: August 10, 2024
TIME: 12:00 P.M.
LOCATION: Santa Fe Community Center of Seminole
1555 Avenida Linda Drive
Boca Raton, Florida 33434

The first public hearing is being held pursuant to Chapter 193, Florida Statutes, to receive public comment and questions on the District's proposed budget, Proposed Budget 1 for the year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapter 193, Florida Statutes, to consider the proposition of operations and maintenance special assessments ("O&M Assessments") upon the area located within the District to fund the Proposed Budget for FY 2025, to consider the adoption of an assessment rate, and to provide for the enforcement and enforcement of O&M Assessments. At the conclusion of the public hearing, the Board will, by resolution, adopt a budget and any O&M Assessments as they are approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District proposes O&M Assessments on parcels located within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be assessed and included in the O&M Assessments, are set forth in the Proposed Budget. A geographic location of the property currently subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	33	1.00	\$1,092.28
UNDEVELOPED LAND	211.76	1.12	\$1,922.49

*Includes collection costs and administrative expenses

NOTE: THIS NOTICE RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ADJUSTMENT (EAU) OR ERU (ERU) FACTORS, AND UNIT ADJUSTMENT AMOUNTS AT THE PUBLIC HEARING WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or any default discounts imposed on assessments levied by the District. The District, on the other hand, reserves the right to impose a default discount on assessments levied by the District. The amount and rate of the default discount is set forth in the Proposed Budget. The District reserves the right to impose a default discount on assessments levied by the District. The amount and rate of the default discount is set forth in the Proposed Budget. The District reserves the right to impose a default discount on assessments levied by the District. The amount and rate of the default discount is set forth in the Proposed Budget.

For FY 2025, the District intends to file with the County Tax Collector the O&M Assessments proposed on certain developed property and will thereby collect the O&M Assessments on the remaining developed property. If any, by sending out a bill to the owner of the property, it is important to the District to collect the O&M Assessments on the property. A bill certificate is to be issued against the property which may result in use of force to collect the O&M Assessments. The District will not be able to collect the O&M Assessments on the property if the District is not able to collect the O&M Assessments on the property. The District will not be able to collect the O&M Assessments on the property if the District is not able to collect the O&M Assessments on the property.

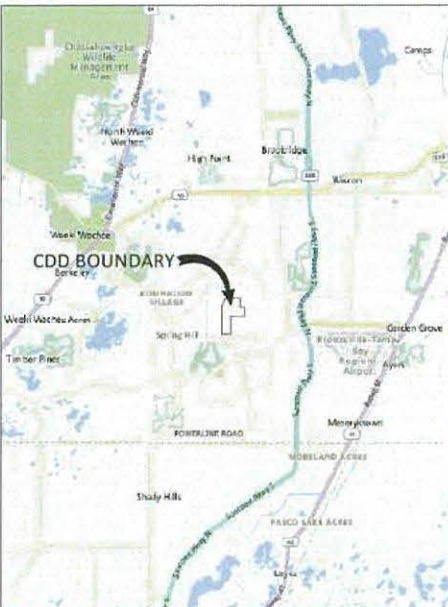
Additional Information

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida Statutes, Chapter 193, Florida Statutes, and the provisions of the District's Charter. The public hearings and meeting will be held at the office of the District Manager, District Manager's Office, 1555 Avenida Linda Drive, Boca Raton, Florida 33434. Please call (561) 995-1234, District Manager's Office, during business hours, for more information. The District's website at [http://www.calderacdd.com](#) contains information regarding the public hearings and meeting. The public hearings and meeting may be continued in progress to a date, time, location, and place to be specified in the notice of the public hearings and meeting. There may be occasions when staff or Board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least ten (10) days prior to the public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-255-5771 (TDD) or 1-800-255-5771 (Voice) for an interpreter to the District Manager's Office.

Please note that the affected property owners have the right to appear at the public hearings and meeting and may, and the District Manager's Office will, accept any and all comments or questions of the public. Each person who desires to appear at the public hearing must be present in person at the public hearing or meeting in person. The person who desires to appear at the public hearing must be present in person at the public hearing or meeting in person. The person who desires to appear at the public hearing must be present in person at the public hearing or meeting in person.

District Manager



Coastal

LOCATION MAP
CALDERA CDD
FLUTE HOME COMPANY, LLC

Published: July 28, August 2, 2024

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

8B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Caldera Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 10th, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.


By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 10th day of July, 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC

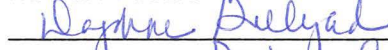

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

Caldera Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013
THIS IS NOT A BILL – DO NOT PAY

July 10, 2024

VIA FIRST CLASS U.S. MAIL
PULTE HOME COMPANY LLC
2662 S FALKENBURG RD
RIVERVIEW, FL 33578-2553
Parcel ID: See "Exhibit B" Attached

RE: Caldera Community Development District
FY 2025 Budget and O&M Assessments

Dear Property Owner:

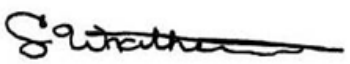
Pursuant to Florida law, the Caldera Community Development District ("**District**") will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), and (ii) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget as follows:

DATE: August 15, 2024
TIME: 10:30 A.M.
LOCATION: Greater Hernando County Chamber of Commerce
15588 Aviation Loop Drive
Brooksville, Florida 34604

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2025 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone (561) 571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or 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.

All affected property owners have the right to appear and comment at the public hearings and meeting, and may file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District's Board of Supervisors with respect to any matter considered at the public hearings or 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.

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2025

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **\$820,306** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “**EAU/ERU**”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Land Use	Total Units / Acres	EAU/ERU Factor	Proposed Annual O&M Assessment*
Residential Unit	53	1.00	\$1,092.28
Undeveloped Land	231.76	3.28	\$3,588.49

**includes collection costs and early payment discounts*

Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed Annual O&M Assessments for Your Property.**

Proposed O&M Assessment (October 1, 2024 – September 30, 2025)
\$1,092.28

5. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2025, the District intends to have the Hernando County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later than November of this year. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s County tax bill. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT B:

Parcel Key Number	Parcel Number	Current Owner(s) Line 1 of 2
01827562	R2231816007200000010	PULTE HOME COMPANY LLC
01827571	R2231816007200000020	PULTE HOME COMPANY LLC
01827580	R2231816007200000030	PULTE HOME COMPANY LLC
01827599	R2231816007200000040	PULTE HOME COMPANY LLC
01827606	R2231816007200000050	PULTE HOME COMPANY LLC
01827615	R2231816007200000060	PULTE HOME COMPANY LLC
01827624	R2231816007200000070	PULTE HOME COMPANY LLC
01827633	R2231816007200000080	PULTE HOME COMPANY LLC
01827642	R2231816007200000090	PULTE HOME COMPANY LLC
01827651	R2231816007200000100	PULTE HOME COMPANY LLC
01827660	R2231816007200000110	PULTE HOME COMPANY LLC
01827679	R2231816007200000120	PULTE HOME COMPANY LLC
01827688	R2231816007200000130	PULTE HOME COMPANY LLC
01827697	R2231816007200000140	PULTE HOME COMPANY LLC
01827704	R2231816007200000150	PULTE HOME COMPANY LLC
01827713	R2231816007200000160	PULTE HOME COMPANY LLC
01827722	R2231816007200000170	PULTE HOME COMPANY LLC
01827731	R2231816007200000180	PULTE HOME COMPANY LLC
01827740	R2231816007200000190	PULTE HOME COMPANY LLC
01827759	R2231816007200000200	PULTE HOME COMPANY LLC
01827768	R2231816007200000210	PULTE HOME COMPANY LLC
01827777	R2231816007200000220	PULTE HOME COMPANY LLC
01827786	R2231816007200000230	PULTE HOME COMPANY LLC
01827795	R2231816007200000240	PULTE HOME COMPANY LLC
01827802	R2231816007200000250	PULTE HOME COMPANY LLC
01827811	R2231816007200000260	PULTE HOME COMPANY LLC
01827820	R2231816007200000270	PULTE HOME COMPANY LLC
01827839	R2231816007200000280	PULTE HOME COMPANY LLC
01827848	R2231816007200000290	PULTE HOME COMPANY LLC
01827857	R2231816007200000300	PULTE HOME COMPANY LLC
01827866	R2231816007200000310	PULTE HOME COMPANY LLC
01827875	R2231816007200000320	PULTE HOME COMPANY LLC
01827884	R2231816007200000330	PULTE HOME COMPANY LLC
01827893	R2231816007200000340	PULTE HOME COMPANY LLC
01827900	R2231816007200000350	PULTE HOME COMPANY LLC
01827919	R2231816007200000360	PULTE HOME COMPANY LLC
01827928	R2231816007200000370	PULTE HOME COMPANY LLC
01827937	R2231816007200000380	PULTE HOME COMPANY LLC
01827946	R2231816007200000390	PULTE HOME COMPANY LLC
01827955	R2231816007200000400	PULTE HOME COMPANY LLC
01827964	R2231816007200000410	PULTE HOME COMPANY LLC
01827973	R2231816007200000420	PULTE HOME COMPANY LLC
01827982	R2231816007200000430	PULTE HOME COMPANY LLC
01827991	R2231816007200000440	PULTE HOME COMPANY LLC
01828008	R2231816007200000450	PULTE HOME COMPANY LLC

01828017	R2231816007200000460	PULTE HOME COMPANY LLC
01828026	R2231816007200000470	PULTE HOME COMPANY LLC
01828035	R2231816007200000480	PULTE HOME COMPANY LLC
01828044	R2231816007200000490	PULTE HOME COMPANY LLC
01828053	R2231816007200000500	PULTE HOME COMPANY LLC
01828062	R2231816007200000510	PULTE HOME COMPANY LLC
01828071	R2231816007200000520	PULTE HOME COMPANY LLC
01828080	R2231816007200000530	PULTE HOME COMPANY LLC
01828115	R2231816007200B00020	PULTE HOME COMPANY LLC
01828133	R2231816007200D00010	PULTE HOME COMPANY LLC
01828142	R2231816007200D00020	PULTE HOME COMPANY LLC
01828151	R2231816007200D00030	PULTE HOME COMPANY LLC
01828160	R2231816007200D00040	PULTE HOME COMPANY LLC
01828179	R2231816007200D00050	PULTE HOME COMPANY LLC
01828188	R2231816007200F00010	PULTE HOME COMPANY LLC
01828197	R2231816007200F00020	PULTE HOME COMPANY LLC
01828222	R2231816007200S00020	PULTE HOME COMPANY LLC
01828231	R2231816007200S00030	PULTE HOME COMPANY LLC
01828240	R2231816007200S00040	PULTE HOME COMPANY LLC

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

8C

RESOLUTION 2024-19
[FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CALDERA COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.
 - b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2025 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be

collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. *Due Date (O&M Assessments)*. O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2024; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025.
 - ii. *Due Date (Debt Assessments)*. Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2024**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025.
 - iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. **Future Collection Methods**. The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in

future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

9

**CALDERA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this 15th day of August 2024, by and between:

Caldera Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Pulte Home Company, LLC, a Michigan limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 2662 South Falkenburg Road, Riverview, Florida 33578.

RECITALS

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

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

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

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024/2025, which year begins on October 1, 2024, and concludes on September 30, 2025; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024/2025 budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or additional assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

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

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

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

8. **CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hernando County, Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective as of October 1, 2024.

[SIGNATURES ON NEXT PAGE]

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

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

PULTE HOME COMPANY, LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 General Fund Budget

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

10

**AGREEMENT BY AND BETWEEN THE CALDERA COMMUNITY DEVELOPMENT
DISTRICT AND PULTE HOME COMPANY, LLC REGARDING THE DIRECT
COLLECTION OF SPECIAL ASSESSMENTS
FOR FISCAL YEAR 2024-2025**

This **Agreement** is made and entered into as of this 15th day of August, 2024, by and between:

CALDERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hernando County, Florida (hereinafter “**District**”), and

PULTE HOME COMPANY, LLC, a Michigan limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Hernando County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Hernando County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

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

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

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about November 1, 2024, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2024/2025. If Property Owner does not pay such invoice in full prior to December 1, 2024, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025, and 25% due no later than May 1, 2025. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District’s sole discretion, delinquent assessments may be certified for

collection on a future Hernando County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for fiscal year 2024-2025, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Pulte Home Company, LLC
2662 Falkenburg Road
Riverview, Florida 33578
Attn: _____

If to the District: Caldera Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

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

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

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

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

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

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2024.

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

Attest:

CALDERA COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: Description of the Property

EXHIBIT A
Description of the Property

LEGAL DESCRIPTION

DESCRIPTION (TAKEN FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER: 21120598, DATED JUNE 30, 2021)

THE LAND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER (NW 1/4) LESS FLORIDA POWER CORPORATION RIGHT-OF-WAY, AND THE WEST ONE-HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), AND THE WEST ONE-HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), ALL IN SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, SAID LANDS BEING IN HERNANDO COUNTY, FLORIDA.

DESCRIPTION (OVERALL PARCEL AS SURVEYED)

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16, RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 16, N.00°04'55"E., A DISTANCE OF 2645.92 FEET; THENCE N.00°05'28"E., A DISTANCE OF 1378.68 FEET; THENCE LEAVING SAID WEST BOUNDARY OF SECTION 16, N.23°44'23"E., A DISTANCE OF 1395.29 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 16; RUN THENCE ALONG SAID NORTH BOUNDARY LINE OF SECTION 16, S.89°38'56"E., A DISTANCE OF 2083.07 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE OF SECTION 16, S.00°01'12"E., A DISTANCE OF 1324.75 FEET; THENCE S.89°45'47"E., A DISTANCE OF 661.42 FEET; THENCE S.00°00'45"E., A DISTANCE OF 1324.50 FEET; THENCE N.89°51'01"W., A DISTANCE OF 660.89 FEET TO A POINT BEING THE CENTER OF SAID SECTION 16; THENCE N.89°50'44"W., A DISTANCE OF 1324.16 FEET; THENCE S.00°01'17"W., A DISTANCE OF 2649.82 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 16; RUN THENCE ALONG SAID SOUTH BOUNDARY OF SECTION 16, N.89°40'43"W., A DISTANCE OF 1326.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 253.679 ACRES, MORE OR LESS.



METES AND BOUND DESCRIPTION

CALDERA CDD
PULTE HOME COMPANY, LLC

DATE
10/31/22
21094
EX-2.1

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

11

This instrument was prepared by:

Alyssa C. Willson, Esq.
KUTAK ROCK LLP
107 W College Avenue
Tallahassee, Florida 32301

CALDERA COMMUNITY DEVELOPMENT DISTRICT

DISCLOSURE OF PUBLIC FINANCE (2024 BONDS)

The Caldera Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2023-04, which was enacted by the Board of County Commissioners of Hernando County, Florida on April 11, 2023, and which became effective on April 12, 2023. The District currently encompasses approximately 253.679 acres of land located entirely within the unincorporated area of Hernando County, Florida ("**County**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors ("**Board**"), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please contact the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), offsite improvements, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

2024 Bonds & Assessments

On August 22, 2024, the District issued its \$8,910,000 Special Assessment Bonds, Series 2024 (2024 Project) ("**Bonds**") to finance a portion of its capital improvement plan known as the "2024

Project” (“**Project**”). The Project includes, among other things, roadway improvements, stormwater management system, water and wastewater utilities, hardscape, landscape and irrigation, undergrounding of electrical utilities, recreational amenities, offsite improvements, and soft costs. The Project is estimated to cost approximately \$19,106,847 and is described in more detail in the *Engineer’s Report* dated June 2023 as supplemented by the *Supplemental Engineer’s Report* dated February 21, 2024 (“**Engineer’s Report**”).

The Bonds are secured by special assessments (“**Assessments**”) levied and imposed on certain benefitted lands within the District. The Assessments are further described in the *Master Special Assessment Methodology Report*, dated June 15, 2023, and as supplemented by the *First Supplemental Special Assessment Methodology Report*, dated August 8, 2024 (together, the “**Assessment Report**”).

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled “non-ad valorem assessments,” which would then be collected by the County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District’s assessments, fees and charges, as well as copies of the Engineer’s Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Please note that changes to the District’s capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the date of closing on the District's 2024 Bonds.

WITNESS

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of **CALDERA COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

Legal Description of Boundaries of District

LEGAL DESCRIPTION

DESCRIPTION (TAKEN FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER: 21120598, DATED JUNE 30, 2021)

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DESCRIPTION (OVERALL PARCEL AS SURVEYED)

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16, RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 16, N.00°04'55"E., A DISTANCE OF 2645.92 FEET; THENCE N.00°05'28"E., A DISTANCE OF 1378.68 FEET; THENCE LEAVING SAID WEST BOUNDARY OF SECTION 16, N.23°44'23"E., A DISTANCE OF 1395.29 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 16; RUN THENCE ALONG SAID NORTH BOUNDARY LINE OF SECTION 16, S.89°38'56"E., A DISTANCE OF 2083.07 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE OF SECTION 16, S.00°01'12"E., A DISTANCE OF 1324.75 FEET; THENCE S.89°45'47"E., A DISTANCE OF 661.42 FEET; THENCE S.00°00'45"E., A DISTANCE OF 1324.50 FEET; THENCE N.89°51'01"W., A DISTANCE OF 660.89 FEET TO A POINT BEING THE CENTER OF SAID SECTION 16; THENCE N.89°50'44"W., A DISTANCE OF 1324.16 FEET; THENCE S.00°01'17"W., A DISTANCE OF 2649.82 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 16; RUN THENCE ALONG SAID SOUTH BOUNDARY OF SECTION 16, N.89°40'43"W., A DISTANCE OF 1326.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 253.679 ACRES, MORE OR LESS.



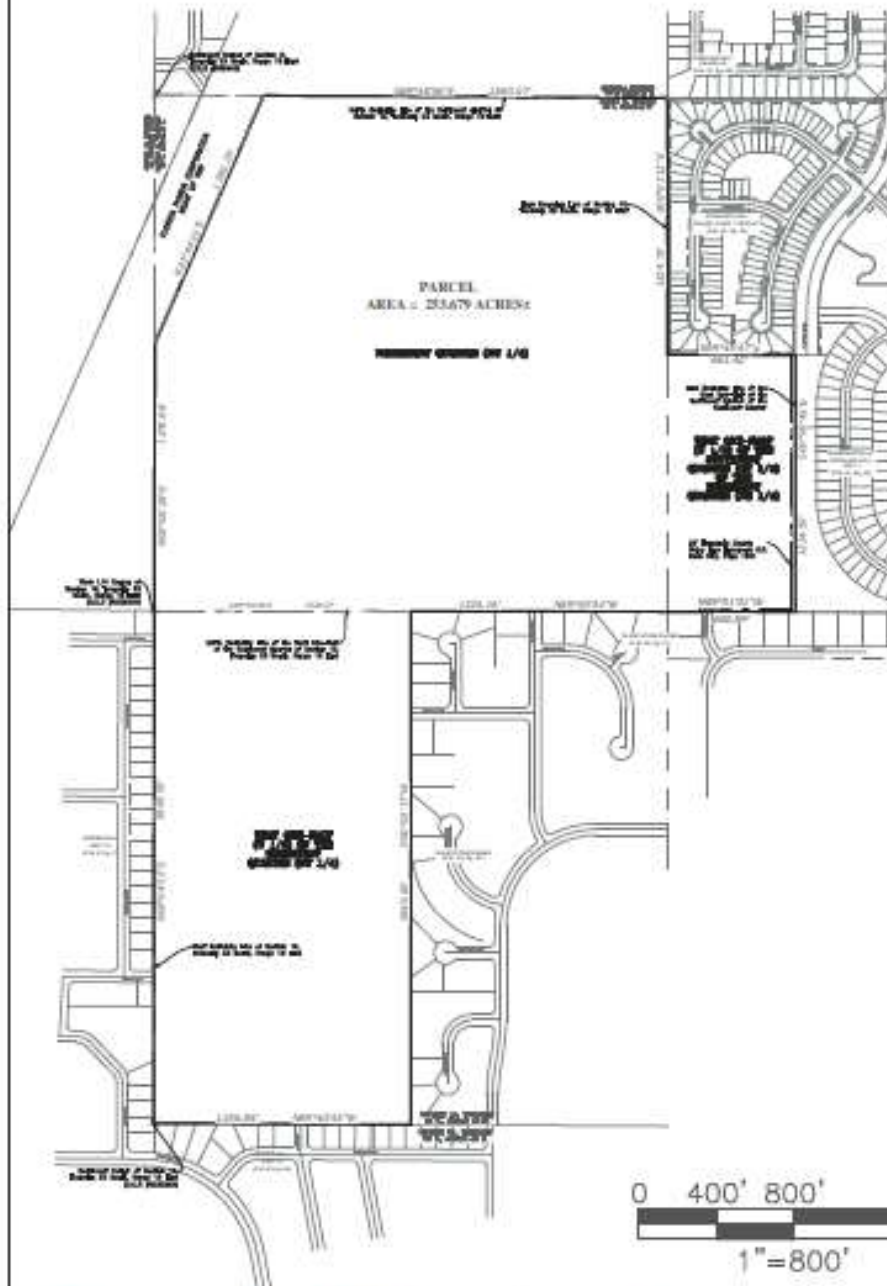
900 Candlelight Boulevard • Brooksville • Florida 34609
(352) 798-0420 • Fax (352) 798-8359
BB-0007142

METES AND BOUND DESCRIPTION

CALDERA CDD
PULTE HOME COMPANY, LLC

DATE
10/31/22
21094
EX-2.1

SECTION 16, TOWNSHIP 23 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA



LEGEND AND ABBREVIATIONS

- ST = SEE DATE TABLE
- LT = SEE LINE TABLE
- OC = OCEAN
- PP = PLAT ON MAP
- NO = FIELD MEASURED
- OR = RECORD IN DEED
- OR = OFFICIAL RECORD
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- ▲ = OBSERVATION POINT
- *** = SHOWN BY SURVEY

- SURVEYOR'S NOTES:**
1. CORRECTIONS, RIGHTS-OF-WAY, SET BACKS, UNCL. RESERVATIONS, EASEMENTS AND OTHER SIMILAR MATTERS SHALL BE SHOWN AND THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.
 2. THIS SURVEY IS LIMITED TO THE AREA SHOWN HEREON AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.
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Coastal

Engineering
Planning
Surveying
Environmental
Traffic
Transportation Management

360 Cambridge Boulevard • Brooksville • Florida 34601
(352) 798-0423 • Fax (352) 798-8359
888-555-5522

METES AND BOUND DESCRIPTION

CALDERA CDD
PULTE HOME COMPANY, LLC

DATE
10/31/22
21094
EX-2

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2024-09

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

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

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

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**CALDERA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

13

Memorandum

To: Board of Supervisors

From: District Management

Date: August 14, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

CALDERA COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

14A

**AGREEMENT BETWEEN SR LANDSCAPING, LLC, AND
CALDERA COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPE MAINTENANCE SERVICES**

This agreement (the "Agreement") is made and entered into this 1st day of August, 2024 by and between:

CALDERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hernando County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

SR LANDSCAPING, LLC, a Delaware limited liability company, with a mailing address of 5100 West Kennedy Boulevard, Suite 325, Tampa, Florida 33609 (the "Contractor" together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Hernando County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor, who submitted the proposal described in **Exhibit A** (the "Proposal") and incorporated by reference herein, represents that it has the skills, knowledge and ability to provide such landscape maintenance services to the District in accordance with the terms of this Agreement; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "Parties"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Services to be Performed by Contractor. The District agrees to pay Contractor for the work (the "Work") described in the Proposal and as depicted on the Maintenance Exhibit attached as **Exhibit B**. Contractor shall perform the Work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods, unless terminated earlier as provided in this Agreement.

- a. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- b. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- c. The Contractor shall provide the Work as shown in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- d. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- e. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Work by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Section 3. Billing and Payment. As compensation for the Work, the District agrees to pay Contractor for the Work, a not to exceed sum of One Hundred Twenty-Two Thousand Three Hundred Four Dollars (\$122,304.00) per year, as detailed in **Exhibit A**, payable in monthly installments of Ten Thousand One Hundred Ninety-Two Dollars (\$10,192.00), unless terminated earlier, as provided in this Agreement.

- a. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.
- b. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the

District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the Work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million and No/100 Dollars (\$1,000,000.00) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "District Parties") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct or as otherwise provided herein.

a. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

b. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault

attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

Section 8. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 9. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 10. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 11. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 12. Enforcement and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 13. Termination. The District may terminate this Agreement without cause upon thirty (30) days' written notice. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Work performed up to that date.

Section 14. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

Section 15. Inspections. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, Field Services Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

Section 16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 17. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 18. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 19. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- a. If to Contractor: SR Landscaping, LLC
5100 West Kennedy Boulevard, Suite 325
Tampa, Florida 33609
Attn: _____
 - b. If to District: Caldera Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Alyssa Willson

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

Section 20. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 21. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 22. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hernando County, Florida.

Section 23. Public Records. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Contractor acknowledges that the designated public records custodian for the District is Matthew Huber. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request

from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (561) 571-0010, OR BY EMAIL AT SUITK@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

Section 24. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Section 25. Effective Date and Term. This Agreement shall become effective as of August 1, 2024, and remain in effect until July 31, 2025. At the end of the Initial Term, this Agreement includes the option for two (2) one (1) year annual renewals with discretion of the Board of Supervisors' approval.

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

Section 27. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

Section 28. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

Section 30. Compliance with Section 20.055, *Florida Statutes*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Section 31. Scrutinized Companies Statement. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**CALDERA COMMUNITY
DEVELOPMENT DISTRICT**

Kristen Suit
Secretary / Assistant Secretary

Brady Lefere
Chairperson, Board of Supervisors

ATTEST:

**SR LANDSCAPING, LLC, a Delaware
limited liability company**

Johnny McDonnell
Title: General Manger

[Signature]
Title: Vice President Maintenance

EXHIBIT A

PROPOSAL



Landscape Maintenance Agreement Overview:

This Landscape Maintenance Agreement (the "Agreement") is entered into as of 8/1/2024 through 7/31/2025, by and between SR Landscaping, LLC ("Sunrise"), located at 5100 W Kennedy Blvd. Ste. 325, Tampa, FL 33609 and Caldera ("Owner"), located at Sterling Hill Blvd and, Golden Lime Ave, Spring Hill, FL 34609. Sunrise and Owner have entered into this Agreement for Sunrise to provide landscape maintenance services to the Owner on the real property known as Caldera located at Sterling Hill Blvd and, Golden Lime Ave, Spring Hill, FL 34609 ("Property").

Landscape Maintenance - 42 Visits

All turf shall be maintained within a two-inch (2") to five-inch (5") range, depending on turf type and subject to the opinion of Sunrise in its sole discretion. Should weather conditions render certain areas, including but not limited to retention pond areas, unsafe or too saturated with water for proper maintenance, the service schedule will be discontinued until Sunrise deems the area safe and dry enough for normal mowing procedures. At no time will mowing height be reduced so that more than one-third (1/3) of the blade of grass is removed at any cutting. Edging shall include walks, drives, curbs, bed perimeters, tree wells, and trees. Sunrise shall line-trim or chemically treat around posts, lights, signs, trees, utility installations, as required to keep a neat, clean appearance throughout the Property. All shrubs, hedges, tree branches up to eight (8) feet in height, and palm fronds up to eight (8) feet in height will be sheared in a consistent manner to maintain optimum shape and size as growth habit and plant health dictates. Weeding shall be done in conjunction with mowing as a regular duty. Beds and tree wells are to be weeded to avoid competition with desirable plants, as well as to enhance the appearance of the property. Leaf removal, as well as the trimming of any shrubs, hedges, tree branches, or palm fronds that exceed eight (8) feet in height is not included in the Annual Contract Amount. A separate proposal for these services can be provided upon Owner's request.

Fertilization Program

The Annual Contract Amount includes a complete turf and bed fertilization program in compliance with statewide Green Industries Best Management Practices (GI-BMPs) and/or Florida Nursery, Growers, and Landscape Association (FNGLA) guidelines. Sunrise shall follow the University of Florida / Institute of Food and Agricultural Sciences' (UF/IFAS) evidence-based recommendations for turfgrass species, soil properties, time of year, and other factors. Sunrise shall ensure that fertilization scheduling does not exceed the fertilizer label rate prescribed and complies with state and local ordinances.

Palm tree and hardwood tree fertilization is not included in the Annual Contract Amount but is available as an additional service upon request of Owner.

Pest Control

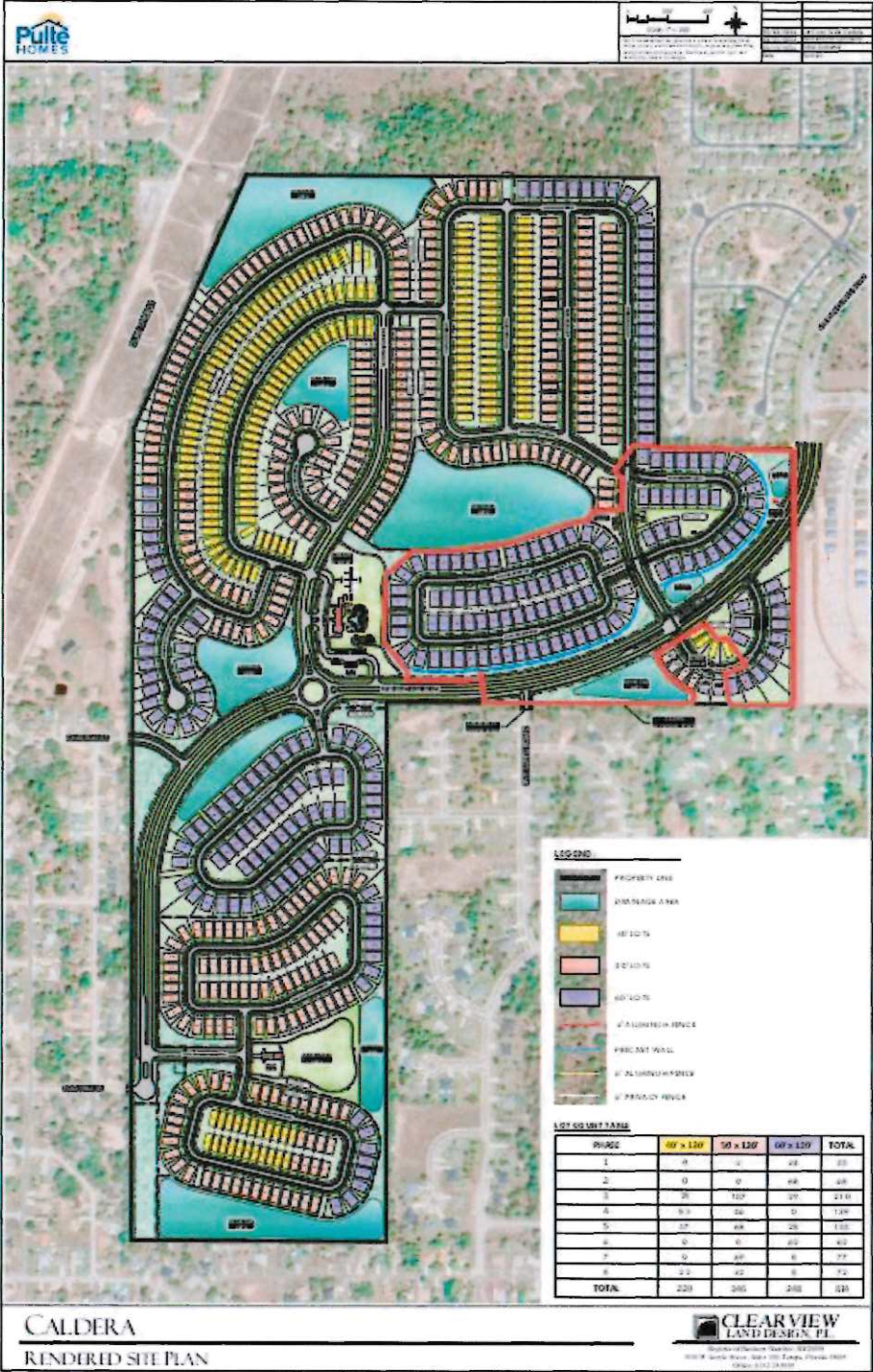
In order to maintain the health and appearance of the turf and plant material, turf and shrub bed areas will be inspected monthly for indications of pest problems such as insects, disease, and invasive weeds. Sunrise technicians utilize Integrated Pest Management (IPM) practices to prevent the overuse of pesticides and promote sustainable practices. Upon confirmation of a concern requiring pesticide, herbicide, or fungicide treatment, such products will be applied on an as needed or spot treatment basis, whenever possible using the least toxic effective means of control. Any issue identified that, in Sunrise's professional opinion, compromises or threatens to compromise the overall health or appearance of the turf or plant material shall be deemed an Infestation. Infestations necessitate a more aggressive and/or blanket treatment approach for which a separate proposal will be provided to Owner. Examples of common Infestations include, but are not limited to, pests such as chinch bugs, mole crickets, grubs, sod webworms, fire ants, spittlebugs, ground pearls, grasshoppers, billbugs, fall armyworms, cutworms, and grassloopers; fungal diseases; and invasive and/or noxious weeds. Preventative and/or blanket treatments are not included in the Annual Contract Amount but are available as additional services upon request of Owner.

Irrigation Inspection

Sunrise will inspect the irrigation system, including up to 60 irrigation zones, once per month and Owner will be notified of needed repairs. Each zone will be turned on and operated and heads will be inspected for adjustment and alignment. Unscheduled visits, including emergency visits and off-cycle inspection requests from Owner, will be subject to a service charge in addition to the Annual Contract Amount. From time to time, the watering schedule may need to be adjusted to promote optimal plant and turf health and/or to maintain compliance with regulatory agencies' watering restriction rules. Sunrise, in its sole discretion, may adjust the watering schedule accordingly. All repairs to the system, including both above ground repairs and below ground repairs (e.g., spray bodies, valves, controllers, and pumps), will be billed separately from the Annual Contract Amount and will include all parts and supplies utilized for the repair as well as the labor needed to complete such repairs. In order to expedite the repair process and limit the risk to the health and appearance of turf and plant material, Sunrise is authorized to perform up to _____ (\$ _____) worth of repairs per month without prior approval of Owner (the "Do Not Exceed Amount").

EXHIBIT B

MAINTENANCE EXHIBIT



CALDERA

COMMUNITY DEVELOPMENT DISTRICT

14B

**AGREEMENT FOR DECORATIVE PLANTINGS
AND LANDSCAPE MAINTENANCE**

THIS AGREEMENT, made and entered into this 3 day of June 2024, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main Street, Brooksville, Florida 34601, hereinafter referred to as "**County**", and Caldera Community Development District, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter referred to as "**Applicant**".

WITNESSETH:

WHEREAS, the County owns the Right-of-Ways located in Tract A on the Plat known as Caldera Phase 1, Lying in Section 16, Township 23 South, Range 18 East, Hernando County, Florida, recorded at Plat Book 46, pages 30 through 35, in the Official Records of Hernando County,

WHEREAS, the applicant desires to install or cause to be installed decorative plantings and or landscaping in the **County** Right-of-Way at the address or location listed above and maintain such decorative plantings and/or landscaping now therefore,

IN CONSIDERATION of the mutual covenants and conditions provided for in this Agreement and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties hereto do mutually agree as follows:

1. **LANDSCAPING**. The **County** approved the installation of decorative plantings and/or landscaping within the **County** Right-of-Way at or near the address or location description provided by the **Applicant** and subject to the issuance of a permit by the **County**. The **Applicant** shall be responsible for the installation, construction, repair and maintenance of the decorative plantings and/or landscaping. The **Applicant** shall be financially responsible for any damage to the roadway, road right-of-way or drainage conveyance and shall notify the county if such damage occurs. The **Applicant** shall be responsible for securing all necessary applicable government permits for the installation.

Landscaping shall be installed and maintained in accordance with the Florida Department of Transportation's Rule 14-40 and Roadway and Traffic Design Standards, Index. No. 546, and Hernando County Landscaping Guidelines.

The **Applicant** will facilitate the development of healthy vegetation and an aesthetically pleasing site, while at the same time pruning and/or trimming

parts thereof which could present a visual hazard for those using the roadway.

While performing maintenance or construction activities, basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual of Uniform Traffic Control Devices.

The **Applicant** understands that landscaping may have to be removed, relocated, etc. during roadway construction or modifications, and that such relocation or replacement of landscaping will be done at the **Applicant's** expense. The **County** agrees to notify the **Applicant** sixty (60) days in advance of such modifications..

2. **RELEASE.** The **Applicant** does hereby release the **County** and its agents and employees from any claim of damages now existing or hereafter accruing relating in any way to the provisions of this Agreement.
3. **INDEMNITY.** The **Applicant** does hereby agree to indemnify and hold the **County** harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorney's fees), causes of actions, judgments, and/or liabilities arising out of or resulting from, in any fashion, the approval of the Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.
4. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to act as a waiver of the **County's** or **Applicant's** sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Contract.
5. **LITIGATION.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorney fees and further including any costs or attorneys' fees incurred with respect to any appellate or bankruptcy proceedings related thereto.
6. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective successors and assigns.
7. **AMENDMENTS.** This Agreement may be amended by mutual written agreement of the parties and only by such duly authorized written agreement, properly executed and the same formality of this Agreement.

8. **TERM AND TERMINATION.** This Agreement shall continue in full force and effect until mutually terminated by both parties. The **County** may only terminate the Agreement if the **Applicant** remains in breach of its maintenance obligations hereunder following thirty (30) days advance written notice to the **Applicant** describing the alleged breach. If the **Applicant** fails to cure the breach within such thirty (30) day period, at the end of such period the **Applicant** shall restore the **County's** right-of-way to the pre-existing condition or the parties will enter into an alternative written agreement concerning the maintenance.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the day and year above first written

APPLICANT:

Sign: 
Print: TRH A Pente

COUNTY:

Sign: 
Print: J. Scott Herring, P.E.

Title: Public Works Director/County Engineer

Permit #: FINAL PLAT #1464390, ROW USE# 23-331

Approved to as Form and
Legal Sufficiency:

Victoria Anderson
County Attorney's Office

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 5,561	\$ -	\$ -	\$ 5,561
Due from Landowner	13,348	7,975	3,655	24,978
Total assets	<u>18,909</u>	<u>7,975</u>	<u>3,655</u>	<u>30,539</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 13,023	\$ 7,975	\$ 3,655	\$ 24,653
Due to Landowner	-	16,444	3,655	20,099
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>19,023</u>	<u>24,419</u>	<u>7,310</u>	<u>50,752</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	13,348	-	-	13,348
Total deferred inflows of resources	<u>13,348</u>	<u>-</u>	<u>-</u>	<u>13,348</u>
Fund balances:				
Unassigned	(13,462)	(16,444)	-	(29,906)
Total fund balances	<u>(13,462)</u>	<u>(16,444)</u>	<u>(3,655)</u>	<u>(33,561)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,909</u>	<u>\$ 7,975</u>	<u>\$ 3,655</u>	<u>\$ 30,539</u>

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 36,838	\$ 97,790	38%
Total revenues	-	36,838	97,790	38%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	18,000	48,000	38%
Legal	-	7,331	25,000	29%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	29	269	500	54%
Printing & binding	42	375	500	75%
Legal advertising	-	8,102	1,750	463%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	89	1,341	750	179%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total professional & administrative	2,177	42,423	97,790	43%
Total expenditures	2,177	42,423	97,790	43%
Excess/(deficiency) of revenues over/(under) expenditures	(2,177)	(5,585)	-	
Fund balances - beginning	(11,285)	(7,877)	-	
Fund balances - ending	\$ (13,462)	\$ (13,462)	\$ -	

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Cost of issuance	<u>-</u>	<u>12,992</u>
Total expenditures	<u>-</u>	<u>12,992</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(12,992)
Fund balance - beginning	(16,444)	(3,452)
Fund balance - ending	<u><u>\$ (16,444)</u></u>	<u><u>\$ (16,444)</u></u>

**CALDERA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction costs - Developer	<u>-</u>	<u>3,655</u>
Total expenditures	<u>-</u>	<u>3,655</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,655)
Net change in fund balances	-	(3,655)
Fund balances - beginning	(3,655)	-
Fund balances - ending	<u><u>\$ (3,655)</u></u>	<u><u>\$ (3,655)</u></u>

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
CALDERA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Caldera Community Development District will hold a Regular Meeting on May 16, 2024 at 10:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604.

Present at the meeting were:

Brady Lefere	Chair
Max Law	Assistant Secretary
Allison Martin	Assistant Secretary

Also present:

Kristen Suit	District Manager
Michal Szymonowicz (via telephone)	Wrathell, Hunt and Associates, LLC
Alyssa Willson (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Brian Malmberg (via telephone)	District Engineer
Melisa Sgro	Pulte

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:32 a.m.

Supervisors Lefere, Law and Martin were present. Supervisors Aponte and Lasher were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2024-14,
Approving a Proposed Budget for Fiscal
Year 2024/2025 and Setting a Public
Hearing Thereon Pursuant to Florida Law;
Addressing Transmittal, Posting and**

**Publication Requirements; Addressing
Severability; and Providing an Effective
Date**

Ms. Suit presented Resolution 2024-14. She reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

Discussion ensued regarding what phases, improvements, etc., might come online in Fiscal Year 2025; whether there is time for any lots to be put on roll for Fiscal Year 2025; finalizing the Operations and Maintenance (O&M) portion of the Fiscal Year 2025 and the timeline for sending the required Mailed Notices to property owners if assessments are on roll.

The following change was made to the Fiscal Year 2025 budget:

Add "Property Insurance" line item at \$25,000

Ms. Suit called Mr. Szymonowicz for input on whether it is possible to place assessments on roll for Fiscal Year 2025, as 53 lots have been platted and the plan is to issue debt within the next month or two.

Mr. Szymonowicz stated the CDD already executed agreements with the Property Appraiser and Property Collector, so it should be possible to place platted lots on roll, subject to the County deems them eligible for on-roll collection.

Mr. Szymonowicz stated that the County tax roll was received and it appears that there are several platted parcels.

This item was deferred to the continued meeting on June 6, 2024.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-15,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date**

Ms. Suit presented Resolution 2024-15. The following change was made to the Fiscal Year 2025 Meeting Schedule:

DATE: Delete "June" meeting

On MOTION by Ms. Martin and seconded by Mr. Lefere, with all in favor, Resolution 2024-15, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

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

This item was deferred.

SIXTH ORDER OF BUSINESS

Ratification of Acquisition Agreement

Ms. Willson stated that a minor change was made to the Acquisition Agreement after the last meeting so it is necessary to ratify the Agreement.

On MOTION by Ms. Martin and seconded by Mr. Lefere, with all in favor, the Acquisition Agreement, was ratified.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2024

On MOTION by Ms. Martin and seconded by Mr. Lefere, with all in favor, the Unaudited Financial Statements as of March 31, 2024, were accepted.

EIGHTH ORDER OF BUSINESS

Approval of February 15, 2024 Regular Meeting Minutes

On MOTION by Ms. Martin and seconded by Mr. Lefere, with all in favor, the February 15, 2024 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

113 A. District Counsel: Kutak Rock LLP

114 B. District Engineer: Coastal Engineering Associates, Inc.

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

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

117 • NEXT MEETING DATE: June 20, 2024 at 10:30 A.M.

118 ○ QUORUM CHECK

119 This meeting will be continued to June 6, 2024.

120 The next regularly scheduled meeting will be held on June 20, 2024.

121

122 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

123

124 There were no Board Member comments or requests.

125

126 ELEVENTH ORDER OF BUSINESS

Public Comments

127

128 No members of the public spoke.

129

130 TWELFTH ORDER OF BUSINESS

Adjournment

131

132 On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, the
133 meeting recessed 10:30 a.m., at the Greater Hernando County Chamber of
134 Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604 and was
135 continued to June 6, 2024 at 10:30 a.m.

136

137

138

139

140

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

141
142
143
144
145

Secretary/Assistant Secretary

Chair/Vice Chair

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
CALDERA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Caldera Community Development District held a Continued Regular Meeting on June 6, 2024 at 10:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604.

Present at the meeting were:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Allison Martin	Assistant Secretary

Also present:

Kristen Suit	District Manager
Alyssa Willson (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Melisa Sgro	Pulte

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:30 a.m. Supervisors Lefere, Aponte and Martin were present. Supervisors Law and Lasher were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-14, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

40
41 Ms. Suit presented Resolution 2024-14. She reviewed the proposed Fiscal Year 2025
42 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal
43 Year 2024 budget, and explained the reasons for any changes.

44 Ms. Suit stated that, per prior discussions, the Field Operations portion was updated.

45 Mr. Lefere stated that the HOA's Management Company will oversee Field Operations
46 so it is necessary to add a line item for "Management" under "Field Operations"

47 The following changes were made to the proposed Fiscal Year 2025 budget:

48 Field Operations: Add "Management" line item at \$12,000

49 Discussion ensued regarding whether the Operation and Maintenance (O&M)
50 assessments can be evened across the on-roll and off-roll areas, including the unplatted off-roll
51 lots; Mr. Lefere's request to budget a Landowner/Developer contribution to keep O&M
52 assessments at a certain level across all lots; lowering the on-roll O&M assessment amount to
53 around \$1,025 to \$1,076 and utilizing a Landowner/Developer contribution and/or Deficit
54 Funding Agreement to offset the shortage.

55 Ms. Willson stated, if the goal is to use a Landowner/Developer contribution or Deficit
56 Funding Agreement to offset the reduction to the on-roll O&M assessment, the difference
57 between the current amounts for the lots and the amount Mr. Lefer requested will be entered
58 under the "Revenues" category. Regarding the Mailed Notices to property owners, Ms. Willson
59 indicated that the amount can be higher but it can be lowered when the budget is adopted.

60 Ms. Suit called Mr. Szymonowicz for his input on Mr. Lefer's proposed way to structure
61 the O&M assessments.

62 Mr. Lefer stated that he wants to lower the O&M assessment amount on the platted
63 lots and offset the shortage with a Landowner/Developer contribution. He wants to know what
64 the O&M assessment amount would be, per lot, if every lot was already platted. Mr.
65 Szymonowicz stated, if all lots were platted, the O&M assessment amount for off-roll units
66 would approximately \$990 and the O&M assessment amount for on-roll units would be
67 approximately \$1,076.

68 Ms. Suit surmised that the Board wants the Mailed Notice O&M amount to be \$1,500 to
69 set the ceiling, with the intention of it being lower than that amount when the Fiscal Year 2025
70 budget is adopted.

71 Ms. Willson asked if Phase 2 of Assessment Area One will be platted before August. A
72 Board Member stated likely not, it will be before the end of the year.

73 Discussion ensued regarding what lots are platted in Phases 1 through 4 of Assessment
74 Area One and the status of platting lots in Assessment Area Two. It was noted that additional
75 lots might be on roll by the time the Fiscal Year 2025 budget is adopted.

76 Regarding whether the lots not yet reflected on the tax roll can be on-roll in the budget,
77 Mr. Szymonowicz stated, for the purpose of the Mailed Notices, it can be assumed that all
78 those lots will be platted and will pay the maximum amount for O&M, which can be stated as
79 \$1,500 in the Mailed Notice, although the actual amount assessed can be lower than that.
80 Regarding the property listed as off-roll, Mr. Szymonowicz thinks it is best to assume that no
81 additional parcels will be platted now. He noted the possible dilemma explaining why some lots
82 sold in Fiscal Year 2025 have a lower O&M assessment amount.

83 Discussion ensued regarding the O&M assessment amount that the Board wants and
84 how much the Landowner/Developer contribution needs to be to offset the lower on-roll per
85 unit O&M assessment amount.

86 Regarding the Mailed Notice, a Board Member stated that the amount would be the on-
87 roll grossed up amount of \$1,500 for the 402 platted lots; he wants the platted lots to pay for
88 Admin and Field Operations and he wants the unplatted lots to just pay assessments on the
89 Admin portion of the budget, with Pulte funding the difference between the revenue from the
90 platted lots versus the unplatted lots via a contribution or a Deficit Funding Agreement.

91 Discussion ensued regarding the product types, etc.

92 A map reflecting the phases broken out by series.

93 The Board confirmed that it wants the Mailed Notice to contain \$1,500 as the maximum
94 per unit O&M assessment budget amount for Fiscal Year 2025 but want the per unit on-roll
95 O&M assessment amount to be approximately \$1,076 in the adopted Fiscal Year 2025 budget.

The Board wants the shortfall of revenues over what is generated from the assessments collected to be funded via a Landowner/Developer contribution.

On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, Resolution 2024-14, Approving a Proposed Budget for Fiscal Year 2024/2025, as amended as discussed, and Setting a Public Hearing Thereon Pursuant to Florida Law on August 15, 2024 at 10:30 a.m., at the Greater Hernando County Chamber of Commerce, 15588 Aviation Loop Drive, Brooksville, Florida 34604; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS**UPCOMING MEETINGS**

- June 20, 2024 at 10:30 AM [Adoption of Delegation Resolution]
- July 18, 2024 at 10:30 AM [Approval of Financing Docs]
- August 15, 2024 at 10:30 AM [Adoption of Fiscal Year 2025 Budget]

- **QUORUM CHECK**

The next meeting will be held on June 20, 2024, unless cancelled.

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

There were no Board Member comments or requests.

SIXTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Lefere and seconded by Ms. Martin, with all in favor, the meeting adjourned at 11:13 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

CALDERA

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

CALDERA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Greater Hernando County Chamber of Commerce 15588 Aviation Loop Drive, Brooksville, Florida 34604</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 16, 2023 CANCELED	Regular Meeting	10:30 AM
December 21, 2023 CANCELED	Regular Meeting	10:30 AM
January 18, 2024	Regular Meeting	10:30 AM
February 15, 2024	Regular Meeting	10:30 AM
March 21, 2024 CANCELED	Regular Meeting	10:30 AM
April 18, 2024 CANCELED	Regular Meeting	10:30 AM
May 16, 2024	Regular Meeting	10:30 AM
June 6, 2024	Continued Regular Meeting	10:30 AM
June 20, 2024 CANCELED	Regular Meeting	10:30 AM
July 18, 2024 CANCELED	Regular Meeting	10:30 AM
August 15, 2024	Public Hearing & Regular Meeting	10:30 AM
September 19, 2024	Regular Meeting	10:30 AM