

**SAWGRASS VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

NOVEMBER 29, 2023

AGENDA PACKAGE



2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33067

Sawgrass Village Community Development District

Board of Supervisors

Carlos de la Ossa, Chair
Nicholas Dister, Vice-Chairman
Austin Berns, Assistant Secretary
Ryan Motko, Assistant Secretary
Alberto Viera, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Angie Grunwald, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Wednesday, November 29, 2023, at 1:00 p.m.

The Regular Meeting of Sawgrass Village Community Development District will be held on **November 29, 2023, at 1:00 p.m. at The Harrison Ranch Clubhouse, 5755 Harrison Ranch Boulevard, Parrish, Florida 34219.** For those who intend to call in below is the Zoom link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Zoom Meeting

<https://zoom.us/j/91295341135?pwd=VElyVi9pYVBOQ050ZEpVbi9CMEYvUT09>

Meeting ID: 912 9534 1135 Passcode: 992287

All cellular phones and pagers must be turned off during the meeting.

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS** *(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)*
- 3. BUSINESS ITEMS**
 - A. Discussion of Website Requirements
 - B. Ratification of Funding and Completion Agreement with HBWB - Phase 2
 - C. Consideration of Resolution 2024-01; Allocating a Portion of Construction Funds for CDD Infrastructure
- 4. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 5. ADJOURNMENT**

*The next regularly scheduled meeting is December 27, 2023 at 1:00 p.m.

District Office

Inframark
2005 Pan Am Circle
Tampa, Florida 33607

Meeting Location:

The Harrison Ranch Clubhouse
5755 Harrison Ranch Boulevard
Parrish, Florida 34219

STRALEY ROBIN VERICKER

1510 W. Cleveland Street

Tampa, FL 33606

Phone: 813-223-9400

Website: www.srvlegal.com

M E M O R A N D U M

To: Angie Grunwald and Bryan Radcliff

From: John Vericker, Straley Robin Vericker

Date: October 23, 2023

Subject: CDD Statutory Website Content and ADA Accessibility Requirements

A community development district (“CDD”), is local unit of special purpose government created under Chapter 190, Florida Statutes, and is required by law to make certain information available to the public on the CDD website in accordance with the provisions of Chapters 189 and 190, Florida Statutes. This information must be regularly updated and made available on the website in the time frame specified by law. This memo outlines the content to be placed on the CDD website.

The statutory requirements for CDD websites include the following documents:

1. The full legal name of the CDD.
2. The public purpose of the CDD.
3. The name of the entity that established the CDD.
4. The date of establishment of the CDD.
5. A description of the boundaries and the services provided by the CDD.
6. A reference to Chapter 190, Florida Statutes as the charter for the CDD.
7. Any grant of special powers under Section 190.012, Florida Statutes.
8. A link to the following websites:
 - a. <https://apps.fldfs.com/localgov/reports/AdHoc.aspx> (the Department of Financial Services’ website that publishes the CDD’s annual reports).
 - b. <http://www.ethics.state.fl.us/Research/EthicsLaws.aspx> (Code of Ethics).
 - c. https://flauditor.gov/pages/efile_reports.html (the link to the Auditor General’s website to view the CDD’s final audit report).
9. CDD Primary Contact Information (District Manager’s office) including the mailing address, email address, and telephone number.
10. CDD Supervisor information including the name, mailing address, email address, and the term for each member of the governing body of the CDD.
11. A listing of the regularly scheduled public meetings and workshops.

12. Agendas of any meeting or workshop, excluding confidential and exempt information which must be available at least seven days in advance and must remain on the website for at least one year after the meeting or workshop.
13. The current fiscal year of the CDD (always begins on October 1 and concludes on September 30).
14. A listing of all assessments and fees imposed and collected by the CDD and the following informational statement “The CDD is authorized to levy, impose, collect, and enforce special assessments and fees pursuant to Chapters 170, 190, and 197 of the Florida Statutes.”
15. The proposed final budget which must be on the website at least two days prior to the public hearing and must remain on the website for at least forty-five days.
16. The adopted budget of the CDD which must be posted within thirty days of adoption and which must remain on the website for at least two years.
17. Any budget amendments which must be posted within five days of adoption and which must remain on the website for at least two years.
18. The final complete audit reports for the past five fiscal years.

In addition to the statutory content requirements, CDD websites must also meet the Americans with Disabilities Act (the “**ADA**”) technical standards so the website and the documents are fully accessible to all members of the public. Thus, the CDD should retain a qualified website provider that can make the website and the documents properly comply with the ADA accessibility standards.

Phase 2A Funding and Completion Agreement

This Phase 2A Funding and Completion Agreement (this “**Agreement**”) is made and entered into as of October 20, 2023, by and between **HBWB Development Services, LLC**, a Florida limited liability company, together with its successors and assigns (the “**Builder**”) and the **Sawgrass Village Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the “**District**”).

Recitals

WHEREAS, the District was created for the purpose of delivering community development services and facilities within its jurisdiction;

WHEREAS, the Board of Supervisors (the “**Board**”) of the District previously indicated its intention to construct and/or acquire certain public improvements to be constructed within the District (the “**2023 Project**”) as described in the *Report of the District Engineer, Series 2023 (Assessment Area One) dated June 9, 2023*;

WHEREAS, the District previously issued its \$18,995,000 Special Assessment Bonds, Series 2023 (the “**Series 2023 Bonds**”) that generated \$16,918,938.57 in its Series 2023 Acquisition and Construction Account (the “**Construction Account**”) to pay for a portion of the 2023 Project;

WHEREAS, a landbanker for an affiliate of the Builder owns, or will soon own, certain undeveloped lands within the District which are designated as Phase 2A of the Oakfield Trails subdivision and that will eventually be developed into 146 lots;

WHEREAS, the Builder has entered into a construction contract to construct certain Phase 2A public infrastructure and the Builder desires to assign such contract to the District pursuant to the *Assignment and Assumption of the Land Development Construction Agreement dated as of October 20, 2023 between the parties* (the “**Assignment**”);

WHEREAS, pursuant to Resolution 2023-44, the Board allocated \$4,800,000 from the Construction Account (the “**Phase 2A Allocation**”) for the Phase 2A scope of work of the 2023 Project that is described in the Assignment (the “**Phase 2A Project**”);

WHEREAS, the Phase 2 Allocation will not be sufficient to complete the Phase 2A Project;

WHEREAS, as a condition of the Builder assigning the construction contract to construct the Phase 2A Project to the District, the District is requiring the Builder to agree to fund the shortfall, if any, including any additional purchase orders that shall be necessary for the completion of the work, and complete the Phase 2A work scope as outlined in the contract assigned to the District, subject to the terms and conditions of this Agreement.

Operative Provisions

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference.
2. **Funding and Completion.** The Builder hereby agrees that it will, promptly upon receipt of the District's written notice, pay to or on behalf of the District, as directed in writing by the District, any and all costs of acquiring, constructing or installing the Phase 2A Project (or in lieu thereof at the direction of the District, the Builder will construct certain components of the Phase 2A Project and convey such completed lien free improvements to the District), which are not funded with the proceeds of the Phase 2A Allocation. If a request for payment from the District is received by the 25th of Month 1, then the Builder will provide such funding or pay on behalf of the District by the last day of Month 2.
3. **Other Conditions and Acknowledgments.**
 - a. The District and the Builder agree and acknowledge that the exact location, size, configuration and composition of the Phase 2A Project may change from that described in the Assignment, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 2A Project shall be made by a written amendment to the Assignment, which shall include an estimate of the cost of the changes. Material changes to the Phase 2A Project shall require the prior written consent of the Builder and Trustee acting at the direction of the majority bondholders.
 - b. The District and the Builder agree and acknowledge that any and all portions of the Phase 2A Project which are constructed, or caused to be constructed, by the Builder for the benefit of the District, shall be conveyed to the District or the appropriate local government entity or utility company.
 - c. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Builder of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) use of the Phase 2 Allocation to fund a portion of the Phase 2A Project, and (b) the scope, configuration, size and/or composition of the Phase 2A Project not materially changing without the consent of the Builder. Such consent is not necessary and the Builder must meet its completion obligations when the scope, configuration, size and/or composition of the Phase 2A Project are materially changed in response to a requirement imposed by a regulatory agency.
 - d. Prior to approving any requisitions, the District Manager and District Engineer shall verify with the trustee for the Series 2023 Bonds (the “Trustee”) that there are sufficient funds remaining in the Series 2023 Construction Account to cover the costs necessary to construct or acquire the portions of the Phase 2A Project.
4. **Default; Enforcement.**
 - a. In the event of any default by Builder in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify Builder in writing of such default, and Builder shall have a period of 60 days to cure such default.
 - i. If Builder fails to cure such default within such 60-day period, then the District shall be entitled to all remedies available at law or in equity, including without limitation the right to
 1. satisfy such obligations and levy additional special assessments on the lands then owned by Builder within the District for the amount of the costs incurred by the District in satisfying such defaulted obligations, which assessments shall constitute a lien in favor of the District, enforceable pursuant to Chapters 170 and 190, *Florida Statutes*,
 2. sue for actual damages, and, in any event, without any right to consequential, punitive or special damages, and/or

3. seek specific performance of Builder's obligation to complete the Phase 2A Project.
- b. The Builder hereby consents to and acknowledges that to the extent the District does not have sufficient proceeds on hand for any payment due to any contractor or subcontractor related to the Phase 2A Project, and the Builder fails to timely provide the requisite funding to the District or to directly pay such contractor or subcontractor for any shortfall, such contractor or subcontractor shall have the right to a statutory and equitable claim of lien against the abutting private property in the District benefitting from the such contractor's or subcontractor's work. It shall not be a defense that any claim of lien against Builder's abutting private property is overstated or fraudulent under section 713.31, *Florida Statutes*.
5. **Third Party Beneficiaries.** The Trustee, on behalf of the bondholders of the Series 2023 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and entitled to enforce the Builder's obligations hereunder. This Agreement is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations or duties under this Agreement.
6. **Attorneys' Fees.** In the event litigation is required by any party to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' and legal assistants' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings.
7. **Force Majeure.** If any party hereto shall be delayed in, hindered in or prevented from performing any of its obligations under this Agreement by reason of labor disputes, inability to obtain any necessary materials or services, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, war, terrorist acts, insurrection, delays caused by governmental permitting or regulations, the time for performance of such obligation shall be automatically extended (on a day for day basis) for a period equal to the period of such delay.
8. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
9. **Amendment.** If the Phase 2A Project is not completed this Agreement cannot be terminated. This Agreement may be modified in writing only by the mutual agreement of all parties hereto. For material amendments of this Agreement, the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding must be obtained.
10. **Assignment.** This Agreement may not be assigned without the consent of the District and the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of all Series 2023 Bonds then outstanding.
11. **Applicable Law; Venue.** This Agreement is made and shall be construed under the laws of the State of Florida with venue in Manatee County, Florida.

12. **Arm's Length Transaction.** 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.
13. **Authority to Execute.** 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 Agreement.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
15. **Counterparts.** This Agreement may be executed in separate counterparts, all of which, when taken together, shall constitute one and the same instrument.
16. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:

c/o Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607
Attn: Brian Lamb
Brian.Lamb@Inframark.com

To the Builder:

4065 Crescent Park Drive
Riverview, FL 33578
Attn: Tim Green
tgreen@westbaytampa.com

Attn: Elizabeth Bradburn
bbradburn@westbaytampa.com

Attn: Mark Metheny
mmetheny@westbaytampa.com

17. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

HBWB Development Services, LLC
a Florida limited liability company

Sawgrass Village
Community Development District

Tim Green
Vice President

Carlos de la Ossa
Vice Chair of the Board of Supervisors

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT ALLOCATING \$476,000 FOR THE CONSTRUCTION OF THE COLLECTOR ROAD PROJECT AND \$2,350,000 FOR THE CONSTRUCTION OF THE OF THE PHASE IV-4 A PONDS AND INFRASTRUCTURE CONSTRUCTION FUNDS FROM THE BOND PROCEEDS FROM THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, ASSESSMENT AREA TWO PROJECT (AA2 PROJECT) FOR CERTAIN PORTIONS OF THE AA2 PROJECT WHICH THE DISTRICT ANTICIPATES ISSUING IN 2023 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sawgrass Village Community Development District (the “**District**”) previously indicated its intention to construct and/or acquire certain public improvements to be constructed within the District, as described in the Report of the District Engineer, Series 2023 (Assessment Area Two), dated October 20, 2023, (the “**AA2 Project**”); and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) anticipates it will issue the Sawgrass Village Community Development District (Manatee County) Special Assessment Bonds, Assessment Area Two Project (AA2 Project) (the “**AA2 Project Bonds**”) in 2023; and

WHEREAS, upon the issuance of the AA2 Project Bonds, the Board desires to allocate net proceeds of the AA2 Project Bonds to certain portions of the AA2 Project, as follows: \$476,000 for the construction of the collector road leading into Phase IV within the District and \$2,350,000 for the construction of the Phase IV-A Ponds and Infrastructure within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Authority for This Resolution. This Resolution is adopted pursuant to Chapter 190, Florida Statutes.

Section 2. Allocation of a Portion of the AA2 Project Construction Account. The District hereby allocates from the proceeds of the AA2 Project Bonds to be deposited in the General Subaccount of the Assessment Area Two Acquisition and Construction Account established under the Second Supplemental Trust Indenture dated as of the first day of the month in which the AA2 Project Bonds are issued (the "Supplemental Indenture"): (i) \$476,000 for the construction of the west entrance road for Phase IV within the District and (ii) \$2,350,000 for the construction of the Phase IV-A Ponds and Infrastructure within the District, in each case as such components of the AA2 Project are described in above-referenced Report of the District Engineer. Prior to approving any requisitions, the District Manager and District Engineer shall verify with the Trustee of the AA2 Project Bonds that there are sufficient funds remaining to cover the costs necessary to construct or acquire the portions of the CDD Infrastructure described in this Section 2. Nothing

herein shall relieve the District of its obligations to comply with the requirements of the Supplemental Indenture for the disbursement of funds from the Assessment Area Two Acquisition and Construction Account or with the covenants and agreements of the District set forth in the Arbitrage Certificate (as defined in the Supplemental Indenture).

Section 3. Effective Date. This Resolution shall become effective upon its adoption.

Approved and adopted this 29th day of November 2023.

Attest:

**Sawgrass Village Community
Development District**

Angie Grunwald
Assistant Secretary

By: _____
Carlos de la Ossa
Chair of the Board of Supervisors