

**CHAMPION'S RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
PUBLIC HEARING AND REGULAR MEEETING
MARCH 22, 2016**

**CHAMPION'S RESERVE
COMMUNITY DEVELOPMENT DISTRICT AGENDA
TUESDAY, MARCH 22, 2016
10:00 A.M.**

The Lakeland Public Library Larry R. Jackson Branch
Located at 1700 N. Florida Ave., Lakeland, FL 33805

District Board of Supervisors	Chairman	Jeb Bittner
	Vice Chairman	Eric Davidson
	Supervisor	Brian Howell
	Supervisor	James Paleveda
	Supervisor	Vacant
District Manager	Meritus	Brian Lamb
		Brian Howell
District Attorney	Straley & Robin	John Vericker
District Engineer	Cabre Engineering	Armando Cabre

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **10:00 a.m.** with the seventh section called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The ninth section is called **Administrative Matters**. The Administrative Matters section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The tenth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board Members Comments and Public Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the 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 the appeal is to be based.

Board of Supervisors
Champion's Reserve Community Development District

Dear Board Members:

The Public Hearing and Regular Meeting of Champion's Reserve Community Development District will be held on **March 22, 2016 at 10:00 a.m.** at The Lakeland Public Library Larry R. Jackson Branch located at 1700 N. Florida Avenue, Lakeland, FL 33805. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**
 - A. Open the Public Hearing on Adopting Uniform Rules of Procedure
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Rules of Procedure
 - E. Consideration of Resolution 2016-29; Adopting Uniform Rules of Procedure..... Tab 01
- 4. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**
 - A. Open the Public Hearing on Adopting Uniform Method of Collection
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Method of Collection
 - E. Consideration of Resolution 2016-30; Adopting Uniform Method of Collection Tab 02
- 5. PUBLIC HEARING ON FISCAL YEAR 2016 PROPOSED BUDGET**
 - A. Open the Public Hearing on Fiscal Year 2016 Proposed Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Fiscal Year 2016 Budget
 - E. Consideration of Resolution 2016-31; Adopting Fiscal Year 2016 Budget Tab 03
 - F. Consideration of Developer Funding Agreement Tab 04
- 6. BUSINESS ADMINISTRATIVE**
 - A. Consideration of Resolution 2016-32; Delegation Resolution Tab 05
 - i. First Supplemental Trust Indenture Tab 06
 - B. Consideration of Landowner Election Meeting Minutes February 23, 2016..... Tab 07
 - C. Consideration of Board of Supervisors Meeting Minutes February 23, 2016 Tab 08
 - D. 2016 Legislative Update Memorandum..... Tab 09
 - E. General Matters of the District
- 7. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 8. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 9. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

RESOLUTION 2016-29

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
CHAMPION'S RESERVE COMMUNITY DEVELOPMENT
DISTRICT ADOPTING UNIFORM RULES OF
PROCEDURE; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Champion's Reserve Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application, and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF CHAMPION'S RESERVE COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The attached Rules of Procedure are hereby adopted. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any previously adopted Rules of Procedure.

SECTION 2. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of March, 2016.

**CHAMPION'S RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Exhibit A: Rules of Procedure

RULES OF PROCEDURE
CHAMPION'S RESERVE
COMMUNITY DEVELOPMENT DISTRICT

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**RULES OF PROCEDURE
CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT**

1.0 Organization

- (1) The Champion's Reserve Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
 - (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chairman, Vice-Chairman, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairman must be a member of the Board. If the Chairman resigns from that office or ceases to be a member of the Board, the Board shall select a Chairman, after filling the vacancy. The Chairman serves at the

pleasure of the Board. The Chairman or Vice-Chairman shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chairman shall convene and conduct all meetings of the Board. In the event the Chairman is unable to attend a meeting, the Vice-Chairman shall convene and conduct the meeting. The Chairman or Vice-Chairman may request the District Manager or other district staff to convene and conduct any meeting of the Board.

- (b) The Vice-Chairman shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chairman resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairman, after filling the Board vacancy. The Vice-Chairman serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
 - (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings", in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
 - (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the county and the state of Florida. All meetings of the Board shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
 - (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section,

“voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
- (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.006, 119.07, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
 - (a) The date, time and place of the meeting or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based.
- (2) Agenda. The District Manager, under the guidance of the Chairman or those members of the Board calling for the meeting/hearing/workshop, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seven (7) days before the meeting/hearing/workshop except in an emergency. The agenda may be changed before or at the meeting/hearing/workshop by a vote of the Board.
 - (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chairman, or Vice-Chairman if the Chairman is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chairman shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Resident Committee Meetings. The Board may establish resident committees as needed. Such committee meetings shall be noticed to the public at least seven (7) days in advance. Notice shall be posted at the clubhouse and if available the District website.

Specific Authority: s.s. 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.
 - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or

made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chairman must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with

Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Rulemaking Proceedings – No Hearing. When no hearing is requested or required under Florida Statutes and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.
- (8) Rulemaking Proceedings – Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide, upon request, a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule. When a public hearing is held, the District must ensure that the Board members are available to explain the District's proposal and to respond to questions or comments regarding the rule. If one or more requested public hearings is scheduled, the Board shall conduct at least one of the public hearings itself and may not delegate this responsibility without the consent of those persons requesting the public hearing.
- (9) Request for Public Hearing.
 - (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21)

days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend or repeal the rule.

- (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
 - (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
 - (11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
 - (12) Variances and Waivers. Variances and waivers from District rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the

District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chairman shall designate any member of the Board (including the Chairman), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;
 2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in

an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: s.s. 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
 - (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District.
 - (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
 - (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity involved. It includes printed instructions

prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.

- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent lease, lease/purchase or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the

manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.

- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too

high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

- (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.
- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
- (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if applicable.
 - 3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - 4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by United States Mail, or by hand deliver, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.0525, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 1. Hold the required applicable state and professional licenses in good standing.
 2. Hold all required applicable federal licenses in good standing, if any.
 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 - 3. The willingness of each bidder or proposer to meet time and budget requirements.
 - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 - 5. The recent, current, and project workloads of the bidder or proposer.
 - 6. The volume of work previously awarded to each bidder or proposer.
 - 7. Whether the cost components of each bid or proposal are appropriately balanced.
 - 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the

event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand deliver, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

- (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.
 - (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
 - (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, overnight delivery, or by hand delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to

function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.

- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services

are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.

- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

5.0 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), by certified/registered mail return receipt requested, by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.2 of the Rules of Champion's Reserve Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.

- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.1 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.1.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), by certified/registered mail return receipt requested, or by hand delivery. The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's

decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.2 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.2.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), by certified/registered mail return receipt requested, by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
 - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance –oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
 - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
 - (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act

of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
 - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
 - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective _____, 20____.

RESOLUTION 2016-30

RESOLUTION OF THE BOARD OF SUPERVISORS OF CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Champion's Reserve Community Development District ("District") was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Champion's Reserve Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Polk County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of March, 2016.

ATTEST:

Champion's Reserve
Community Development District

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Legal Description

EXHIBIT "2"
Metes and Bounds Legal Description

OVERALL LAND DESCRIPTION

(AS PER OFFICIAL RECORD BOOK 3796, PAGE 824)

THOSE PARTS OF THE NW-1/4 AND THE N-1/2 OF SW-1/4 LYING SOUTH OF COUNTY ROAD S-54 (SOMETIMES REFERRED TO AS DEAN STILL ROAD OR LOUGHMAN ROAD), IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE EAST 40 FEET OF THAT PART OF THE NE-1/4 OF SW-1/4 OF SAID SECTION 4 LYING SOUTH OF COUNTY ROAD S-54 AND LESS THE RIGHT-OF-WAY FOR STATE ROAD 400 (INTERSTATE HIGHWAY 4) AND LESS THAT PART LYING NORTH AND WEST OF SAID STATE ROAD 400 AND LESS POLK COUNTY (STORM WATER RETENTION AREA), OFFICIAL RECORD BOOK 7118, PAGES 272-275, AS RECORDED IN OFFICIAL RECORD BOOK 7118 , PAGES 272-275 OF THE PUBLIC RECORDS OF POLK COUNTY , FLORIDA. SUBJECT TO EASEMENTS OF RECORD.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(AS CREATED PER METES AND BOUNDS) COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4 , TOWNSHIP 26 SOUTH , RANGE 27 EAST , ALSO SAID POINT BEING THE POINT OF BEGINNING ; THENCE DEPARTING SAID SOUTHWEST CORNER , RUN N.00°25'18"W. ALONG THE WEST LINE OF SAID SECTION 4 , A DISTANCE OF 965.27 FEET TO A POINT OF INTERSECT OF SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 400 , ALSO KNOWN AS INTERSTATE HIGHWAY 4 (I-4) , AS PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAPPING (16320-2425) ; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY , RUN N.50°06'54"E. , A DISTANCE OF 1,415.24 FEET TO THE INTERSECTION OF SAID STATE ROAD 400 - INTERSTATE HIGHWAY 4 (I-4) AND RONALD REAGAN PARKWAY (COUNTY ROAD #54) , AS PER STATE OF FLORIDA - STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP (SECTION 1673 - 150) ; THENCE RUN ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID RONALD REAGAN PARKWAY (COUNTY ROAD #54) THE FOLLOWING SEVEN (7) COURSES : (1) S.57°26'00"E. , A DISTANCE OF 128.64 FEET ; (2) S.61°06'58"E. , A DISTANCE OF 404.05 FEET ; (3) S.64°47'58"E. , A DISTANCE OF 242.72 FEET ; (4) S.61°06'59"E. , A DISTANCE OF 388.36 FEET ; (5) S.57°26'00"E. , A DISTANCE OF 162.38 FEET ; (6) N.32°34'09"E. , A DISTANCE OF 11.02 FEET ; (7) S.57°25'53"E. , A DISTANCE OF 431.00 FEET TO A POINT OF INTERSECT WITH A POLK COUNTY - ACCESS WAY , AS RECORDED IN OFFICIAL RECORD BOOK 7063 , PAGES 587-590 OF THE PUBLIC RECORDS OF POLK COUNTY , FLORIDA ; THENCE RUN ALONG THE WEST RIGHT-OF-WAY OF SAID POLK COUNTY - ACCESS WAY S.00°29'12"E. , A DISTANCE OF 794.01 FEET TO THE NORTHEAST CORNER OF POLK COUNTY (STORM WATER RETENTION AREA) , AS RECORDED IN OFFICIAL RECORD BOOK 7118 , PAGES 272-275 OF THE PUBLIC RECORDS OF POLK COUNTY , FLORIDA ; THENCE RUN ALONG THE NORTH BOUNDARY OF SAID POLK COUNTY (STORM WATER RETENTION AREA) S.88°43'35"W. , A DISTANCE OF 837.40 FEET ; THENCE RUN S.01°13'31"E. , A DISTANCE OF 153.02 FEET ; THENCE RUN S.89°36'57"W. , A DISTANCE OF 136.06 FEET ; THENCE RUN S.00°23'02"E. , A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECT WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST 1/4 OF SAID SECTION 4 ; THENCE RUN S.89°37'27"W. ALONG SAID SOUTH BOUNDARY , A DISTANCE OF 1,643.73 FEET TO THE POINT OF BEGINNING .

CONTAINING A GROSS AREA OF 3,570,996 SQUARE FEET OR 81.98 ACRES , MORE OR LESS .

RESOLUTION 2016-31

THE ANNUAL APPROPRIATION RESOLUTION OF THE CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING NOVEMBER 20, 2015 (DATE OF ESTABLISHMENT), AND ENDING SEPTEMBER 30, 2016; APPROVING A DEVELOPER FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year, consistent with the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget and any proposed long-term financial plan or program of the District for future operations (the "Proposed Budget"), the District Manager filed a copy of the Proposed Budget with the local governing authorities 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 March 22, 2016, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District 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;

WHEREAS, in order to fully fund the Budget, the Board desires to approve the Developer Funding Agreement attached in **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Treasurer, the office of the Recording Secretary, and the District Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Managers Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted

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budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2015/2016.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Treasurer and the District Recording Secretary and identified as The Budget for Champion's Reserve Community Development District for the Fiscal Year Ending September 30, 2016, as Adopted by the Board of Supervisors on March 22, 2016.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Champion's Reserve Community Development District, for the fiscal year beginning November 20, 2015 (date of establishment), and ending September 30, 2016, the sum of \$_____ to be raised by a Developer Funding Agreement, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND	\$_____
TOTAL ALL FUNDS	\$_____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpended balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

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Section 4. Developer Funding Agreement

The Developer Funding Agreement attached as Exhibit “A” is hereby approved in order to fund the budget for Fiscal Year 2015/2016.

Introduced, considered favorably, and adopted this 22nd day of March, 2016.

ATTEST:

**CHAMPION’S RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair of the Board of Supervisors

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2016



CHAMPIONS RESERVE
COMMUNITY DEVELOPMENT DISTRICT
&
HOMEOWNERS ASSOCIATION

PROPOSED
ANNUAL OPERATING BUDGETS
FISCAL YEAR 2016

December 2, 2015

CHAMPIONS RESERVE COMMUNITY DEVELOPMENT DISTRICT



HOMEOWNERS ASSOCIATION

FISCAL YEAR 2016

PROPOSED ANNUAL OPERATING BUDGET

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December 2, 2015

CHAMPIONS RESERVE

COMMUNITY DEVELOPMENT DISTRICT

REVENUES	
SPECIAL ASSESSMENTS	
Operations and Maintenance Assessments	66,400
TOTAL REVENUES	\$ 66,400
EXPENDITURES	
FINANCIAL & ADMINISTRATIVE	
Operations Management	30,000
District Engineer	2,500
Disclosure Reporting	5,000
Trustee's Fees	7,000
Auditing Services	5,500
Arbitrage Rebate Calculation	650
Postage, Phone, Faxes, Copies	3,000
Public Officials Insurance	2,000
Legal Advertising	1,000
Bank Fees	250
Dues, Licenses & Fees	250
Office Supplies	250
Website Administration	1,500
TOTAL FINANCIAL & ADMINISTRATIVE	\$ 58,900
LEGAL COUNSEL	
District Counsel	5,000
TOTAL LEGAL COUNSEL	\$ 5,000
OTHER PHYSICAL ENVIRONMENT	
Property & Liability Insurance	2,500
TOTAL OTHER PHYSICAL ENVIRONMENT	\$ 2,500
TOTAL EXPENDITURES	\$ 66,400
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ -

CHAMPIONS RESERVE COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

REVENUES

Capitalized Interest	\$	76,978
TOTAL REVENUES	\$	76,978

EXPENDITURES

Series 2016 May Bond Interest Payment	\$	10,997
Series 2016 November Bond Interest Payment	\$	65,981
TOTAL EXPENDITURES	\$	76,978
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

ANALYSIS OF BONDS OUTSTANDING

Bonds Outstanding - Period Ending 4/1/2016	\$	2,295,000
Principal Payment Applied Toward Series 2016 Bonds	\$	-
Bonds Outstanding - Period Ending 11/1/2016	\$	2,295,000

CHAMPIONS RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING ANALYSIS

FINANCING INFORMATION - SERIES 2016 LONG TERM BONDS		
Coupon Rate ⁽¹⁾		5.75%
Term (Years)		31
Principal Amortization Installments		30
ISSUE SIZE		\$2,295,000
Construction Fund		\$1,806,528
Capitalized Interest (Months) ⁽²⁾	7	\$76,140
Debt Service Reserve Fund		\$162,333
Underwriter's Discount	2.00%	\$50,000
+ Premium / - Discount		\$0
Cost of Issuance		\$200,000
Rounding		\$0
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		\$162,333
Collection Costs and Discounts @	7.00%	\$11,994
TOTAL ANNUAL ASSESSMENT		\$174,326
⁽¹⁾ Based on average interest rate, subject to change based on market conditions.		
⁽²⁾ Based on 7 months capitalized interest.		

CHAMPIONS RESERVE

COMMUNITY DEVELOPMENT DISTRICT

DATE	PRINCIPAL	RATE	INTEREST	ANNUAL PAYMENT
MAY 2016		5.750%	\$10,996.88	
NOV 2016			\$65,981.25	\$76,978.13
MAY 2017	\$30,000.00	5.750%	\$65,981.25	
NOV 2017			\$65,118.75	\$161,100.00
MAY 2018	\$30,000.00	5.750%	\$65,118.75	
NOV 2018			\$64,256.25	\$159,375.00
MAY 2019	\$35,000.00	5.750%	\$64,256.25	
NOV 2019			\$63,250.00	\$162,506.25
MAY 2020	\$35,000.00	5.750%	\$63,250.00	
NOV 2020			\$62,243.75	\$160,493.75
MAY 2021	\$35,000.00	5.750%	\$62,243.75	
NOV 2021			\$61,237.50	\$158,481.25
MAY 2022	\$40,000.00	5.750%	\$61,237.50	
NOV 2022			\$60,087.50	\$161,325.00
MAY 2023	\$40,000.00	5.750%	\$60,087.50	
NOV 2023			\$58,937.50	\$159,025.00
MAY 2024	\$45,000.00	5.750%	\$58,937.50	
NOV 2024			\$57,643.75	\$161,581.25
MAY 2025	\$45,000.00	5.750%	\$57,643.75	
NOV 2025			\$56,350.00	\$158,993.75
MAY 2026	\$50,000.00	5.750%	\$56,350.00	
NOV 2026			\$54,912.50	\$161,262.50
MAY 2027	\$50,000.00	5.750%	\$54,912.50	
NOV 2027			\$53,475.00	\$158,387.50
MAY 2028	\$55,000.00	5.750%	\$53,475.00	
NOV 2028			\$51,893.75	\$160,368.75
MAY 2029	\$60,000.00	5.750%	\$51,893.75	
NOV 2029			\$50,168.75	\$162,062.50
MAY 2030	\$60,000.00	5.750%	\$50,168.75	
NOV 2030			\$48,443.75	\$158,612.50
MAY 2031	\$65,000.00	5.750%	\$48,443.75	
NOV 2031			\$46,575.00	\$160,018.75
MAY 2032	\$70,000.00	5.750%	\$46,575.00	
NOV 2032			\$44,562.50	\$161,137.50
MAY 2033	\$75,000.00	5.750%	\$44,562.50	
NOV 2033			\$42,406.25	\$161,968.75
MAY 2034	\$80,000.00	5.750%	\$42,406.25	
NOV 2034			\$40,106.25	\$162,512.50
MAY 2035	\$85,000.00	5.750%	\$40,106.25	
NOV 2035			\$37,662.50	\$162,768.75
MAY 2036	\$90,000.00	5.750%	\$37,662.50	
NOV 2036			\$35,075.00	\$162,737.50
MAY 2037	\$95,000.00	5.750%	\$35,075.00	
NOV 2037			\$32,343.75	\$162,418.75
MAY 2038	\$100,000.00	5.750%	\$32,343.75	
NOV 2038			\$29,468.75	\$161,812.50
MAY 2039	\$105,000.00	5.750%	\$29,468.75	
NOV 2039			\$26,450.00	\$160,918.75
MAY 2040	\$110,000.00	5.750%	\$26,450.00	
NOV 2040			\$23,287.50	\$159,737.50
MAY 2041	\$115,000.00	5.750%	\$23,287.50	
NOV 2041			\$19,981.25	\$158,268.75
MAY 2042	\$125,000.00	5.750%	\$19,981.25	
NOV 2042			\$16,387.50	\$161,368.75
MAY 2043	\$130,000.00	5.750%	\$16,387.50	
NOV 2043			\$12,650.00	\$159,037.50
MAY 2044	\$140,000.00	5.750%	\$12,650.00	
NOV 2044			\$8,625.00	\$161,275.00
MAY 2045	\$145,000.00	5.750%	\$8,625.00	
NOV 2045			\$4,456.25	\$158,081.25
MAY 2046	\$155,000.00	5.750%	\$4,456.25	\$159,456.25
	\$2,295,000.00		\$2,599,071.88	\$4,894,071.88

CHAMPIONS RESERVE

COMMUNITY DEVELOPMENT DISTRICT

ANNUAL CDD ASSESSMENT

Single Family Unit				
	Unit Count	O&M Per Unit	Debt Service Per Unit	TOTAL ANNUAL FEES
	219	\$328.99	\$796.01	\$1,125.00
DUE IF PAID BY:	November 30	December 31	January 31	February 29
	\$1,080.00	\$1,091.25	\$1,102.50	\$1,113.75

** All payments received subsequent to February 29 are due in full.

CHAMPIONS RESERVE

HOMEOWNERS ASSOCIATION, INC.

Proposed 2016 Operating Budget *

INCOME	
Assessments	150,575.25
TOTAL INCOME	\$150,575.25
EXPENSES	
MANAGEMENT AND ADMINISTRATIVE	
Anticipated Uncollectible Assessment	500.00
Management Services	20,000.00
CPA Review/Tax Prep	1,500.00
Income Tax	150.00
Legal Fees	1,500.00
Insurance	5,000.00
Administrative Services	1,500.00
Annual Corporate Report	61.25
TOTAL MANAGEMENT AND ADMINISTRATIVE	\$30,211.25
MAINTENANCE EXPENSE	
Landscape Maintenance	42,000.00
Mulch	5,500.00
Plant Replacement	2,500.00
Irrigation Repairs	5,000.00
Palm Trimming	2,000.00
Entryway Monument	2,000.00
TOTAL MAINTENANCE EXPENSE	\$59,000.00
UTILITY EXPENSE	
Electric Utility Services - Streetlights	18,564.00
Electric Utility Services - All Others	1,200.00
TOTAL CLUBHOUSE/AMENITY	\$19,764.00
CLUBHOUSE/AMENITY	
Amenity Center - General Repairs/Maintenance	3,000.00
Security Monitoring	1,500.00
Pool Service Contract	9,000.00
Pool Electricity	9,000.00
Water & Sewer-Club	2,500.00
Club Insurance (P&C)	7,000.00
Telephone-Club	600.00
TOTAL CLUBHOUSE/AMENITY	\$32,600.00
RESERVES	
Amenity Center	9,000.00
TOTAL RESERVES	\$9,000.00
TOTAL EXPENSES	\$150,575.25
Total Number of Units:	
Single Family Homes	219
ANNUAL ASSESSMENT AMOUNT	
Homes to be paid Monthly:	58.00

CHAMPIONS RESERVE

ANNUAL HOA & CDD FEES

PRODUCT TYPE	UNIT COUNT	CDD PER UNIT ⁽¹⁾	HOA PER UNIT	TOTAL ANNUAL FEES
Single Family Unit	219	\$1,080.00	\$696.00	\$1,776.00
Total	219			

⁽¹⁾ Price per unit if paid by November 30 of the given tax year.

Champion's Reserve Community Development District
Fiscal Year 2015/2016 Funding Agreement

This Agreement is made and entered into as of the ____ day of March, 2016, by and between the **Champion's Reserve Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607 (the "**District**") and **Gudmar Champion, LLC**, a Maryland limited liability company, authorized to do business in the State of Florida, whose mailing address is 3905 National Drive, Burtonsville, Maryland 20866 (the "**Developer**").

Recitals

WHEREAS, the District was established by the Board of County Commissioner of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining public 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 Developer presently owns the real property, as more particularly described in **Exhibit "A"** attached hereto, (the "Property") within the District, which Property will benefit from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the balance of the fiscal year 2015/2016, which commenced on November 20, 2015, and concludes on September 30, 2016 (the "Budget"); and

WHEREAS, in lieu of levying special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit “B”** so long as payment is timely provided; 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 “B”** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy non ad valorem special assessments as authorized by law against the Property to pay for the activities, operations and services of the District as set forth in **Exhibit “B”**.

Operative Provisions

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 Obligations.** From time to time during the 2015/2016 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____ in accordance with the Budget attached hereto as **Exhibit “B”** as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **Budget Revisions.** The District and Developer agree that the Budget shall be revised at the end of the 2015/2016 fiscal year to reflect the actual expenditures of the District for the period beginning on November 20, 2015 and ending on September 30, 2016. The Developer shall not be responsible for any additional costs other than those costs provided for in

the Budget. However, if the actual expenditures of the District are less than the amount shown in the Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Amendments. This instrument constitutes 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.

4. 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.

5. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

6. 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 to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

7. Third Parties. This Agreement is solely for the benefit of the parties hereto 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. Governing Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Polk County, Florida.

9. Interpretation. 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.

10. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2015/2016 fiscal year on September 30, 2016. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. Costs and Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

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

Attest:

**Champion's Reserve Community
Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chairman of the Board of Supervisors

Witnesses:

Gudmar Champion, LLC,
a Maryland limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

RESOLUTION 2016-32

A RESOLUTION OF CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2016-24 BY AUTHORIZING THE ISSUANCE OF ITS CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$3 MILLION FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE FIRST SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2016 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2016 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE LIMITED OFFERING MEMORANDUM AND THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Champion's Reserve Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 15-077 of Polk County, Florida (the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

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

WHEREAS, the District pursuant to its Resolution 2016-24 (the "First Resolution") authorized the issuance of its not exceeding \$15,000,000 principal amount of its special assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said First

Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

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

WHEREAS, the District now desires to supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2016 in a principal amount not exceeding \$3,000,000 (the "2016 Bonds"), to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2016 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Bond Purchase Contract (the "Contract") for the purchase of the 2016 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2016 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT, as follows:

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

SECTION 2. Authorization. There is hereby authorized to be issued the 2016 Bonds in a principal amount not exceeding \$3,000,000. The 2016 Bonds shall be issued under and secured by that Master Trust Indenture (the "Master Indenture") as supplemented by that First Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture referred to collectively as the "Indenture"). The proceeds of the 2016 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

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

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the 2016 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2016 Bonds at presently favorable interest rates, and

because the nature of the security for the 2016 Bonds and the sources of payment of debt service on the 2016 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2016 Bonds shall not exceed \$3,000,000; (ii) the interest rate on none of the 2016 Bonds will exceed the maximum interest rate allowable under applicable Florida law; (iii) the Underwriter's discount shall not exceed two and one-half percent (2.5%) of the principal amount of the 2016 Bonds; (iv) the 2016 Bonds shall be subject to optional redemption no later than November 1, 2027 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the 2016 Bonds shall be no later than November 1, 2048.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2016 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2016 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2016 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2016 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2016 Bonds.

SECTION 7. Form of 2016 Bonds. The 2016 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2016 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2016 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2016 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Agreement") relating to the 2016 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Agreement in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Agreement).

SECTION 9. Application of 2016 Bond Proceeds. Proceeds of the 2016 Bonds, shall be applied as provided in the Supplemental Indenture.

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2016 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Straley & Robin, the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2016 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Agreement and the Contract.

SECTION 12. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 13. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 15. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 22nd day of March, 2016.

**CHAMPION'S RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairman

[SEAL]
Attest:

By: _____
Secretary

FIRST SUPPLEMENTAL TRUST INDENTURE
BETWEEN
CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT
AND
U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE

Dated as of May 1, 2016

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the First Supplemental Trust Indenture.

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Exhibit "A" Description of the 2016 Project

Exhibit "B" The Series 2016 Bonds

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture") dated as of May 1, 2016, from **CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

WHEREAS, the District has entered into a Master Trust Indenture dated as of May 1, 2016 (the "Master Indenture"), with the Trustee to secure the issuance of its Champion's Reserve Community Development District Special Assessment Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution 2016-24 adopted by the Board of the District on January 13, 2016 (the "Bond Resolution"), the District has authorized the issuance of its not exceeding \$15,000,000 Champion's Reserve Community Development District Special Assessment Revenue Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Tenth Judicial Circuit of the State of Florida in and for Polk County, Florida in a Final Judgment rendered on _____, 2016, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, the District has not previously issued any debt; and

WHEREAS, the Board of the District has duly adopted resolutions pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the 2016 Project (hereinafter defined), defining the portion of the Cost of the 2016 Project with respect to which Series 2016 Assessments (hereinafter defined) will be imposed and the manner in which such Series 2016 Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Series 2016 Assessments may be heard as to the propriety and advisability of undertaking the 2016 Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the 2016 Project, and stating the intent of the District to issue the Series 2016 Bond (as herewith defined) secured by such Series 2016 Assessments to finance the costs of the acquisition and construction of the 2016 Project and the Board of the District has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Series 2016 Assessments and the benefited property (collectively the "Assessment Resolution"); and

WHEREAS, pursuant to the Bond Resolution as supplemented by Resolution _____ adopted by the Board of the District on March 22, 2016, the District has authorized the issuance, sale and delivery of its \$_____ Champion's Reserve Community Development District Special Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and

delivery of this First Supplemental Indenture to secure the issuance of the Series 2016 Bonds and to set forth the terms of the Series 2016 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2016 Bonds to: (i) finance the Cost of acquisition, construction, installation and equipping of the 2016 Project which 2016 Project is further described in **Exhibit A** hereto (hereinafter, the "2016 Project"); (ii) pay certain costs associated with the issuance of the Series 2016 Bonds; (iii) to pay a portion of the interest accruing on the Series 2016 Bonds; and (iv) fund the 2016 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Series 2016 Bonds and of this First Supplemental Indenture have been duly authorized by the Board of the District and all things necessary to make the Series 2016 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this First Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2016 Trust Estate (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2016 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2016 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this First Supplemental Indenture and in the Series 2016 Bonds: (a) has executed and delivered this First Supplemental Indenture and (b) does hereby, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2016 Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time (the "2016 Pledged Revenues") and the Funds and Accounts (except for the 2016 Rebate Account and the 2016 Cost of Issuance Account) established hereby (the "2016 Pledged Funds" and collectively with the "2016 Pledged Revenues," the "2016 Trust Estate") which shall comprise the Trust Estate securing only the Series 2016 Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2016 Bonds issued or to be issued under and secured by this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any Series 2016 Bond over any other Series 2016 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2016 Bonds or any Series 2016 Bond secured and Outstanding under this First Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2016 Bonds and this First Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this First Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this First Supplemental Indenture, then upon such final payments, this First Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2016 Bonds or any Series 2016 Bond of a particular maturity, otherwise this First Supplemental Indenture shall remain in full force and effect;

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2016 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this First Supplemental Indenture), including this First Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2016 Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition Agreement" shall mean any document, including any and all amendments thereto, pursuant to which the Landowner conveys to the District any portion of the 2016 Project.

"Amortization Installments" shall mean the moneys required to be deposited in the Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

"Assessment Interest" shall mean the interest on Series 2016 Assessments received by the District which is pledged to the Series 2016 Bonds, other than Delinquent Assessment Interest.

"Assessment Principal" shall mean the principal amount of Series 2016 Assessments received by the District which are pledged to the Series 2016 Bonds, other than Delinquent Assessment Principal and Prepayment Principal.

"Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2016 Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Series 2016 Assessments.

"Beneficial Owner" shall mean the owners from time to time of the Series 2016 Bonds for federal income tax purposes.

"Bond Depository" shall mean the securities depository existing from time to time under Section 201 hereof.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2016 Bonds as securities depository.

"Collateral Assignment" shall mean that certain Collateral Assignment and Assumption of Development Rights Relating to the 2016 Project and dated as of _____, 2016, between the District, and the Landowner, as amended from time to time.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement dated the date of issuance and delivery of the Series 2016 Bonds, among the District and the Landowner and joined in by the Trustee and Disclosure Representative (as defined therein), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Delinquent Assessment Interest" shall mean Assessment Interest deposited with the Trustee after the date on which such Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent Assessment Principal" shall mean Assessment Principal deposited with the Trustee after the date on which such Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2016.

"Landowner" shall mean GUDMAR Champion, LLC, a Florida limited liability company.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Series 2016 Bonds then Outstanding.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Participating Underwriter" shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

"Prepayment Principal" shall mean the excess amount of Assessment Principal received by the District over the Assessment Principal then due, but shall not include Delinquent Assessment Principal. Prepayment Principal shall not include the proceeds of any refunding bonds.

"Series 2016 Assessments" shall mean the Special Assessments levied against properties within the District specially benefited by the 2016 Project all as described in the Assessment Proceedings.

"Substantially Absorbed" means the date at least 90% of the principal portion of the Series 2016 Assessments have been assigned to residential units within the District that have received certificates of occupancy.

"Term Bonds" shall mean the Series 2016 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

"2016 Investment Obligations" shall mean those obligations described under the definition of "Investment Securities" in the Master Indenture.

"2016 Reserve Account Requirement" shall mean initially the maximum annual Debt Service Requirement for the Series 2016 Bonds provided, however, that on and after the date on which the Series 2016 Assessments have been Substantially Absorbed as evidenced by a certificate to such effect delivered to the Trustee from a Responsible Officer on which the Trustee may conclusively rely, the 2016 Reserve Account Requirement shall mean 50% of the maximum annual Debt Service Requirement for the Series 2016 Bonds.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2016 BONDS

Section 201. Authorization of Series 2016 Bonds; Book-Entry Only Form. The Series 2016 Bonds are hereby authorized to be issued in the aggregate principal amount of \$_____ for the purposes enumerated in the recitals hereto. The Series 2016 Bonds shall be

substantially in the form set forth as **Exhibit B** to this First Supplemental Indenture. Each Series 2016 Bond shall bear the designation "2016R" and be numbered consecutively from 1 upwards.

The Series 2016 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2016 Bond for each maturity of Series 2016 Bonds. Upon initial issuance, the ownership of such Series 2016 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2016 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2016 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2016 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2016 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2016 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2016 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2016 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2016 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2016 Bond, for the purpose of registering transfers with respect to such Series 2016 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2016 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2016 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2016 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this First Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2016 Bonds be registered in the registration books

kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2016 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof.

Section 202. Terms of Series 2016 Bonds. The Series 2016 Bonds shall be issued as three (3) Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

\$_____, ____% Term Bond due November 1, ____

\$_____, ____% Term Bond due November 1, ____

\$_____, ____% Term Bond due November 1, ____

Section 203. Dating; Interest Accrual. Each Series 2016 Bond shall be dated _____, 2016. Each Series 2016 Bond shall also bear its date of authentication. Each Series 2016 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2016 Bond has been paid, in which event such Series 2016 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2016 Bonds, in which event such Series 2016 Bond shall bear interest from its date. Interest on the Series 2016 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2016, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denomination. The Series 2016 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2016 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2016 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2016 Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Series 2016 Bonds, all the Series 2016 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;

(b) Executed originals of the Master Indenture and this First Supplemental Indenture;

(c) A Bond Counsel opinion substantially to the effect that; (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Series 2016 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2016 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2016 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.

(d) An opinion of Counsel to the District substantially to the effect that; (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the 2016 Project being financed with the proceeds of the Series 2016 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the 2016 Project, (iii) all proceedings undertaken by the District with respect to the Series 2016 Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Series 2016 Assessments, and (v) the Series 2016 Assessments are legal, valid and binding liens upon the property against which such Series 2016 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2016 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture;

(f) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the 2016 Project; and

(g) A certified copy of the final judgment of validation together with a certificate of no appeal.

Delivery to the Trustee of the proceeds from the issuance of the Series 2016 Bonds shall constitute satisfactory proof of the delivery of the items described above.

Section 208. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter (as defined in Rule 15c2-12 of the Securities and Exchange Commission) or the Holders of at least 25% aggregate principal

amount of Outstanding Series 2016 Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section.

ARTICLE III

REDEMPTION AND PURCHASE OF SERIES 2016 BONDS

The Series 2016 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as **Exhibit B** to this First Supplemental Indenture. Series 2016 Bonds may be purchased as provided in Article VIII of the Master Indenture.

ARTICLE IV

DEPOSIT OF SERIES 2016 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a 2016 Acquisition and Construction Account; and
- (ii) a 2016 Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee a 2016 Sinking Fund Account, and a 2016 Interest Account;

(c) There is hereby established within the Bond Redemption Fund a 2016 Prepayment Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee a 2016 Reserve Account, which account shall be held for the benefit of all of the Series 2016 Bonds without distinction as to Series 2016 Bonds and without privilege or priority of one Series 2016 Bond over another;

(e) There is hereby established within the Revenue Fund held by the Trustee a 2016 Revenue Account; and

(f) At the Trustee's discretion, there is hereby established within the Rebate Fund held by the Trustee a 2016 Rebate Account.

Section 402. Use of 2016 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof; the net proceeds of sale of the Series 2016 Bonds, \$_____ (face amount of Series 2016 Bonds less underwriter's discount of \$_____ and less original issue deposit of \$_____), shall be delivered to the Trustee by the District and be applied as follows:

(a) \$_____, representing the 2016 Reserve Account Requirement, shall be deposited to the 2016 Reserve Account;

(b) \$_____, representing costs of issuance relating to the Series 2016 Bonds, shall be deposited to the credit of the 2016 Costs of Issuance Account; and

(c) \$_____, shall be deposited to the 2016 Interest Account; and

(d) \$_____ of the proceeds of the Series 2016 Bonds remaining after the deposits above shall be deposited to the credit of the 2016 Acquisition and Construction Account.

Section 403. 2016 Acquisition and Construction Account.

(a) Amounts on deposit in the 2016 Acquisition and Construction Account shall be applied to pay the Costs of the 2016 Project upon compliance with the requirements of the requisition provisions set forth in Section 5.01(b) of the Master Indenture.

(b) Any balance remaining in the 2016 Acquisition and Construction Account after the Completion Date and after retaining the amount, if any, of all remaining unpaid Costs of the 2016 Project set forth in the Engineers' Certificate establishing such Date of Completion, shall be transferred to and deposited in the 2016 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2016 Bonds in the manner prescribed in the form of Series 2016 Bond set forth as **Exhibit B** hereto.

Section 404. Costs of Issuance Account. There shall be deposited in the 2016 Costs of Issuance Account \$_____ which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2016 Bonds. Any amounts on deposit in the 2016 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2016 Bonds, for which the District has not provided a pending requisition, shall be transferred over and deposited into the 2016 Acquisition and Construction Account and used for the purposes permitted therefor.

Section 405. 2016 Reserve Account. Amounts on deposit in the 2016 Reserve Account except as provided elsewhere in the Master Indenture or in this First Supplemental Indenture shall be used only for the purpose of making payments into the 2016 Interest Account and the 2016 Sinking Fund Account to pay the Series 2016 Bonds, without distinction as to Series 2016 Bonds and without privilege or priority of one Series 2016 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on or before the fiftieth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2016 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2016 Reserve Account, from the first legally available sources of the District. The Trustee, as soon as practicable after such computation,

shall deposit any surplus (other than any surplus resulting from investment earnings which will be applied as provided below) in the 2016 Reserve Account to the 2016 Prepayment Account.

All earnings on investments in the 2016 Reserve Account shall be deposited to the 2016 Revenue Account provided no deficiency exists in the 2016 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2016 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and 2016 Investment Obligations.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2016 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2016 Bonds, together with accrued interest on such Series 2016 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2016 Prepayment Account the amount on deposit in the 2016 Reserve Account to pay and redeem all of the Outstanding 2016 Bonds on the earliest such date.

Section 406. Application of Prepayment Principal; 2016 Prepayment Account. All Prepayment Principal shall upon receipt by the Trustee be deposited to the 2016 Prepayment Account. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Prepayment Principal. Amounts on deposit in the 2016 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2016 Bonds in the manner prescribed to the form of Series 2016 Bonds as set forth in **Exhibit B** hereto.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Arbitrage Certificate (including deposits to and payments from the 2016 Rebate Account) included as part of the closing transcript for the Series 2016 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2016 Rebate Account shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the 2016 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Section 408. Establishment of 2016 Revenue Account in Revenue Fund; Application of Series 2016 Accounts and Investment Earnings.

(a) Except as otherwise provided herein amounts on deposit in the 2016 Revenue Account shall be applied in accordance with Section 6.03 of the Master Indenture. Except as otherwise provided herein the Series 2016 Assessments, will be collected as provided in Section 9.04 of the Master Indenture. Following an Event of Default, the Majority Owners may direct the District as to the collection method for the Series 2016 Assessments provided such method complies with Florida law. The District covenants to assess, levy, and enforce the payment of the Series 2016 Assessments at times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Series 2016 Bonds and to pay or cause to be paid the proceeds of such Series 2016 Assessments as received to the Trustee for deposit to the 2016 Revenue Account.

(b) Upon deposit of the revenues from the Series 2016 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Series 2016 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Assessment Interest which shall be deposited into the 2016 Interest Account;

(ii) Assessment Principal, which shall be deposited into the 2016 Sinking Fund Account;

(iii) Prepayment Principal which shall be deposited into the 2016 Prepayment Account;

(iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal, from the 2016 Reserve Account to pay the principal of Series 2016 Bonds to the extent that less than the 2016 Reserve Account Requirement is on deposit in the 2016 Reserve Account, and, the balance, if any, shall be deposited into the 2016 Sinking Fund Account;

(v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2016 Reserve Account to pay the interest of Series 2016 Bonds to the extent that less than the 2016 Reserve Account Requirement is on deposit in a 2016 Reserve Account, and, the balance, if any, shall be deposited into the 2016 Interest Account;

(vi) The balance shall be deposited in the 2016 Revenue Account.

(c) On each March 15 and September 15 (or if such March 15 or September 15 is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2016 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District to make the transfers required by (d) below, from the 2016 Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2016 Bonds on the next succeeding redemption date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2016 Bonds as set forth in **Exhibit B** hereto. All interest due in regard to such prepayments shall be paid from the 2016 Interest Account or, if insufficient amounts are on deposit in the 2016 Interest Account to pay such interest then from the 2016 Revenue Account.

(d) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the 2016 Revenue Account to the 2016 Rebate Account established for the Series 2016 Bonds in the Rebate Fund, and the Arbitrage Certificate the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2016 Revenue Account to make the transfer

provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

(e) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2016 Bonds shall be invested only in 2016 Investment Obligations, and further, earnings on investments in the 2016 Acquisition and Construction Account shall be retained as realized, in such Account and used for the purpose of such Account. Earnings on investments in the 2016 Sinking Fund Account, the 2016 Interest Account and the Bond Redemption Fund shall be deposited, as realized, to the credit of the 2016 Revenue Account and used for the purpose of such Account.

Earnings on investments in the 2016 Reserve Account shall be disposed of as provided in Section 405 hereof.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this First Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this First Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Except as otherwise expressly stated in this First Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this First Supplemental Indenture.

Section 504. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security sanctions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VI MISCELLANEOUS

Section 601. Confirmation of Master Indenture. As supplemented by this First Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this First Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with

respect to this First Supplemental Indenture and to the Series 2016 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this First Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding 2016 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2016 Assessments, including the assessment methodology, prepared by Meritus Corp. (the "Report"), and to levy the 2016 Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2016 Bonds, when due.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund a portion of Outstanding Series 2016 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2016 Bonds are outstanding, issue or incur any debt payable in whole or in part from the 2016 Trust Estate. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within the District which are also encumbered by the Series 2016 Assessments for any capital project unless the Series 2016 Assessments have been Substantially Absorbed or the written consent of the Majority Owners to such issuance has been received by the District. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2016 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series 2016 Assessments.

Section 604. Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Series 2016 Assessments and Series 2016 Bonds: If any property shall be offered for sale for the nonpayment of any Series 2016 Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2016 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2016 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the Series 2016 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2016 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2016 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the

Series 2016 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Series 2016 Bonds Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2016 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2016 Assessments that are billed directly by the District, that the entire Series 2016 Assessments levied on the property for which such installment of Series 2016 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2016 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2016 Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 605. Additional Matters Relating to Series 2016 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2016 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this First Supplemental Indenture. All Series 2016 Assessments that are billed and collected directly by the District shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

Section 606. Additional Matters Relating to Events of Default.

(a) In addition to the events set forth in Section 10.02 of the Master Indenture, each of the following events shall be an Event of Default with respect to the Series 2016 Bonds, notwithstanding anything to the contrary in the Master Indenture:

(b) Any portion of the Series 2016 Assessments pledged to the Series 2016 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2016 Reserve Account to pay the Debt Service Requirements on the Series 2016 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2016 Reserve Account to pay the Debt Service Requirements on the Series 2016 Bonds) (the foregoing being referred to as a "2016 Reserve Account Event") unless within sixty (60) days from the 2016 Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the 2016 Reserve Account or (ii) the portion of the delinquent Assessments

giving rise to the 2016 Reserve Account Event are paid and are no longer delinquent Assessments; and

(c) More than fifteen percent (15%) of the operation and maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the Series 2016 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Section 607. Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 607 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Series 2016 Assessments pledged to the Series 2016 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Series 2016 Bonds were issued by the District, the Owners of the Series 2016 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2016 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2016 Assessments relating to the Series 2016 Bonds Outstanding, the Outstanding Series 2016 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2016 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2016 Assessments relating to the Series 2016 Bonds Outstanding, the Series 2016 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2016

Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2016 Assessments relating to the Series 2016 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2016 Assessments relating the Series 2016 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2016 Assessments relating to the Series 2016 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2016 Assessments pledged to the Series 2016 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2016 Assessments relating to the Series 2016 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

Section 608. Assignment of Collateral Assignment.

The District shall assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2016 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 609. Third Party Beneficiaries. This First Supplemental Indenture shall inure solely to the benefit of the District, the Trustee and the Holders from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, CHAMPION'S RESERVE Community Development District has caused these presents to be signed in its name and on its behalf by its Chairperson, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**CHAMPION'S RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Vice President

EXHIBIT "A"

Description of the 2016 Project

**PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE
IMPROVEMENTS WITHIN THE MEANING OF
CHAPTER 190, FLORIDA STATUTES,
INCLUDING BUT NOT LIMITED TO:**

[To be Provided]

EXHIBIT "B"

Form of the Series 2016 Bonds

See Attached

No. 2016R-1

\$ _____

United States of America
State of Florida
CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2016

Interest <u>Rate</u>	Maturity <u>Date</u>	Dated <u>Date</u>	<u>CUSIP</u>
_____%	November 1, ____	_____, 2016	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND AND
NO/100 DOLLARS

THE CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2016 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2016 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2016 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2016 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2016 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2016 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1

of each year (each, an "Interest Payment Date"), commencing on November 1, 2016, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30 day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2016" (the "Series 2016 Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of _____1, 2016 (the "Master Indenture"), between the District and U.S. Bank National Association as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of _____1, 2016 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Series 2016 Bonds are issued in an aggregate principal amount of \$_____ for the purposes of (i) financing the Cost of acquiring, constructing and equipping certain assessable improvements (the "2016 Project"); (ii) paying certain costs associated with the issuance of the Series 2016 Bonds; (iii) paying a portion of the interest to accrue on the Series 2016 Bonds; and (iv) making a deposit into the 2016 Reserve Account for the benefit of all of the Series 2016 Bonds.

NEITHER THIS SERIES 2016 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2016 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2016 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO

BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2016 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2016 PLEDGED REVENUES AND THE 2016 PLEDGED FUNDS PLEDGED TO THE SERIES 2016 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2016 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, CHAMPION'S RESERVE Community Development District has caused this Series 2016 Bond to bear the signature of the Chairperson of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

**CHAMPION'S RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

(SEAL)

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2016 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION
as Registrar

By: _____
Authorized Signatory

Date of Authentication:

This Series 2016 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2016 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2016 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2016 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2016 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2016 Bonds, and, by the acceptance of this Series 2016 Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2016 Bonds are equally and ratably secured by the 2016 Trust Estate, without preference or priority of one Series 2016 Bond over another.

The Series 2016 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"). This Series 2016 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Series 2016 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2016 Bond or Series 2016 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2016 Bond or Series 2016 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2016 Bonds may be exchanged for an equal aggregate principal amount of Series 2016 Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2016 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2016 Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Series 2016 Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Series 2016 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after November 1, _____ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the Redemption Date:

Mandatory Redemption

The Series 2016 Bonds maturing November 1, _____ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2016 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

*

*Maturity

The Series 2016 Bonds maturing November 1, _____ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2016 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

*

*Maturity

The Series 2016 Bonds maturing November 1, _____ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2016 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
-------------	---

*

*Maturity

Any Series 2016 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2016 Bonds.

Upon redemption or purchase of the Series 2016 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that Debt Service on the Series 2016 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2016 Bonds.

Extraordinary Mandatory Redemption

The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Interest Payment Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2016 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2016 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Date of Completion of the 2016 Project by application of moneys transferred from the 2016 Acquisition and Construction Account to the 2016 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2016 Prepayment Account from the prepayment of Series 2016 Assessments and from amounts deposited into the 2016 Prepayment Subaccount from the 2016 Reserve Account; or

(iii) When the amount on deposit in the 2016 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2016 Bonds then Outstanding as provided in the Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2016 Bonds subject to redemption shall be called for redemption, the particular such Series 2016 Bonds or portions of such Series 2016 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2016 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2016 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2016 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2016 Bonds or such portions thereof on such date, interest on such Series 2016 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2016 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2016 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Series 2016 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2016 Bond which remain unclaimed for three (3) years after the date when such Series 2016 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2016 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any

Series 2016 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2016 Bonds as to the 2016 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2016 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2016 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

CERTIFICATE OF VALIDATION

This Series 2016 Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Polk County, Florida, rendered on _____, 2016.

CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2016 BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2016 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entirety

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform
Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto
_____ the within Series 2016 Bond and all rights
thereunder, and hereby irrevocably constitutes and appoints _____,
attorney to transfer the said Series 2016 Bond on the books of the District, with full power of
substitution in the premises.

Date: _____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: The assignor's signature to this
Assignment must correspond with the name
as it appears on the face of the within Series
2016 Bond in every particular without
alteration or any change whatever.

By: _____
Authorized Signatory

CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT

February 23, 2016 Minutes of Landowner Election

Minutes of Landowner Election

The Landowner Election of the Champion's Reserve Community Development District was held on **Tuesday, February 23, 2016 at 10:00 a.m.** at The Lakeland Public Library Larry R. Jackson Branch located at 1700 N. Florida Avenue Lakeland, FL 33805.

Board Members Present and Constituting a Quorum at the onset of the meeting:

Jeb Bittner	Chairman
Brian Howell	Supervisor
James Paleveda	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Meritus
Vivek Babbar	District Counsel (<i>via speakerphone</i>)
Armando Cabre	District Engineer

1. CALL TO ORDER

Mr. Lamb called the Landowner Election of the Champion's Reserve Community Development District to order on **Tuesday, February 23, 2016 at approximately 10:00 a.m.** and identified the supervisors present constituting a quorum.

2. APPOINTMENT OF MEETING CHAIRMAN

Mr. Lamb was appointed the meeting chairman.

3. ANNOUNCEMENTS OF CANDIDATES/CALL FOR NOMINATIONS

Mr. Bittner was the proxy for the landowner and the nominations were for Jeb Bittner, Eric Davidson, James Paleveda and Brian Howell.

4. ELECTION OF SUPERVISORS

Jeb Bittner received 82 votes for a 4 year term to Seat 1, Eric Davidson received 82 votes for a 4 year term to Seat 2, James Paleveda received 50 votes for a 2 year term to Seat 3, Brian Howell received 50 votes for a 2 year term to Seat 4 and Seat 5 will be a two year term and will be vacant for now.

5. OWNERS REQUEST

6. ADJOURNMENT

Mr. Lamb closed the meeting.

**Please note the entire meeting is available on disc.*

**These minutes were done in a summary format.*

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

☐ **Chair**

☐ **Vice Chair**

Signature

Printed Name

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Recorded by Records Administrator

Signature

Date

Official District Seal

CHAMPION'S RESERVE COMMUNITY DEVELOPMENT DISTRICT

February 23, 2016 Minutes of Regular Meeting and Public Hearing

Minutes of Regular Meeting and Public Hearing

The Regular Meeting and Public Hearing of the Champion's Reserve Community Development District were held on **Tuesday, February 23, 2016 at 10:00 a.m.** at The Lakeland Public Library Larry R. Jackson Branch, located at 1700 N. Florida Avenue Lakeland, FL 33805.

Appointed Supervisors Present and Constituting a Quorum at the onset of the meeting:

Jeb Bittner	Chairman
Brian Howell	Supervisor
James Paleveda	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Meritus
Vivek Babbar	District Counsel (<i>via speakerphone</i>)
Armando Cabre	District Engineer, Interim

1. CALL TO ORDER/ROLL CALL

Mr. Lamb administered the Oaths of Office to all Supervisors present. He will administer the Oath of Office to Eric Davidson once he returns from vacation.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no members of the general public in attendance.

3. BUSINESS ITEMS

A. Consideration of Resolution 2016-26; Canvassing and Certifying the Results of the Landowners Election

Mr. Lamb reviewed this with the Board and stated it reflected the votes from the landowner election.

MOTION TO:	Approve Resolution 2016-26.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Bittner
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

B. Consideration of Resolution 2016-27; Re-Designating Officers

Jeb Bittner will be Chairman, Eric Davidson will be Vice Chair, Brian Lamb will be Secretary, Walter Morales will be Treasurer and the remainder of the Board will be Assistant Secretaries.

MOTION TO:	Approve Resolution 2016-27.
MADE BY:	Supervisor Bittner
SECONDED BY:	Supervisor Howell
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

C. Approval of Promissory Note

D. Approval of Development Acquisition Agreement

Mr. Babbar went over the Promissory Note and the Development Acquisition Agreement with the Board.

MOTION TO:	Approve in Substantial Form the Promissory Note and Development Acquisition Agreement and authorize Chairman to sign subject to Developer's Counsel Approval.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Paleveda
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

4. PUBLIC HEARING ON LEVYING SPECIAL ASSESSMENTS

A. Open the Public Hearing on Levying Special Assessments

MOTION TO:	Open the Public Hearing on Levying Special Assessments.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Paleveda
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

B. Staff Presentations

Mr. Lamb went over the process of levying assessments with the Board. (*Full discussion available on audio*)

C. Public Comment

There were no members of the public in attendance.

D. Close the Public Hearing on Levying Special Assessments

MOTION TO:	Close the Public Hearing on Levying Special Assessments.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Paleveda
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

E. Consideration of Resolution 2016-28; Levying Special Assessments

Mr. Babbar reviewed this Resolution with the Board.

MOTION TO:	Approve Resolution 2016-28.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Paleveda
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

5. BUSINESS ADMINISTRATIVE

A. Consideration of Board of Supervisors Meeting Minutes January 13, 2016

MOTION TO:	Approve January 13, 2016 meeting minutes.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Paleveda
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

B. General Matters of the District

6. STAFF REPORTS

A. District Counsel

District Counsel stated that March 29, 2016 is the bond validation hearing at 11:00 a.m. Mr. Lamb and Mr. Babbar stated there would be a conference call scheduled before the hearing.

B. District Manager

C. District Engineer

District Engineer had a question on the plat that he discussed with the County Engineer but it was determined he would need to speak with the County Surveyor. *(Full discussion available on audio)*

7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

Supervisor Bittner asked about the Form 1 and when it was due.

8. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Howell
SECONDED BY:	Supervisor Paleveda
DISCUSSION:	None Further
RESULT:	3/0 Called to Vote: motion PASSED

**Please note the entire meeting is available on disc.*

**These minutes were done in a summary format.*

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

☐ **Chair**

☐ **Vice Chair**

Signature

Printed Name

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Recorded by Records Administrator

Signature

Date

Official District Seal

STRALEY & ROBIN

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MEMORANDUM

TO: Community Development District Supervisors and District Managers
FROM: Vivek K. Babbar
DATE: March 14, 2016
RE: 2016 Legislative Update

The 2016 Florida Legislature concluded its session on March 11, 2016. We monitored several bills that impact community development districts (“CDDs”) and prepared this memo to focus on a few bills that became law and some bills that are awaiting the Governor’s signature; the Governor signed House Bill 479 and House Bill 273, and House Bill 971 and Senate Bill 1004 have been presented to the Governor for his signature. These laws and bills, which take effect July 1, 2016, impact all CDDs in Florida. Copies of any bill can be viewed at the Legislature’s website: www.leg.state.fl.us.

House Bill 479 (Website Requirements)

This new law revises the Uniform Special District Accountability Act of 1989, Chapter 189, Florida Statutes. The revisions require CDDs, to post the following information on the official website:

1. The tentative budget, which must be posted at least 2 days prior to the public hearing on the budget and remain on the website for at least 45 days
2. The final adopted budget, which must be posted within 30 days after adoption and remain on the website for at least 2 years
3. A listing of its regularly scheduled public meetings for the upcoming fiscal year
4. The most recent copy of the CDD’s public facilities report
5. A link to the Department of Financial Services’ website for access to the CDD’s annual financial audit on file (<https://apps.fldfs.com/localgov/reports/>)
6. The agenda of meetings and workshops, along with any meeting materials available in an electronic format, at least 7 days before each meeting or workshop. The information must remain on the website for at least 1 year after the meeting or workshop

House Bill 273 (Public Records Custodian)

This new law revises Section 119.0707, Florida Statutes. The revisions require CDDs to include specific language in agreements entered into after July 1 with vendors and contractors of the CDD informing them of the name of the public record custodian of the CDD (the District

Manager), as well as their contact information, including a telephone number, email address, and mailing address. It also requires that any public records request be made directly to the public record custodian, rather than directly to a CDD vendor or contractor.

House Bill 971 (Formation and Operation of CDDs)

This bill amends Section 190, Florida Statutes. If signed by the Governor, this bill's revisions modify the formation and merging of CDDs and clarifies that CDDs may authorize towing for CDD owned property. The revisions include:

1. Authorizing a county or municipality to form CDDs in size up to 2,500 acres (the current threshold is 1,000 acres)
2. Requiring two publications prior to a county or municipality public hearing on the petition to form a CDD (the current requirement is four publications)
3. Clarifying that the exclusion of police powers does not prohibit CDDs from contracting with a towing operator to remove vehicles or vessels from CDD property
4. Permitting a county or municipality to merge up to 5 CDDs pursuant to certain procedures without regard to the acreage of the CDDs

Senate Bill 1004 (Clarification for Public Records Exemption for Security System Plan)

This bill amends Section 119.071, Florida Statutes. If signed by the Governor, this would permit the CDD, at its option, to disclose records relating to a "security system plan" (i) to a property owner, (ii) to another local, state, or federal agency, (iii) or upon a court order. The term "security system plan" includes security camera footage.

Recommendations

The Board of Supervisors will need to update its website by July 1, 2016, to comply with the website requirements as well as ensure that updates are timely uploaded to the website by the website vendor.

We have attached a summary of the bills we monitored during this session. If you have any questions about the new legislation, please contact us at your convenience.

Thank you,

Straley & Robin

2016 Florida Legislation Summary:

Bills that modify the same existing laws have been grouped together

Proposed Bills That Passed		
Yellow highlight indicates the Bill that passed both the Senate and the House		
Signed by Governor	SB 516 SB 956 HB 479 HB 745	Revises 189 (Website related provisions) <ul style="list-style-type: none"> Requires additional postings of certain items to be uploaded by certain time and available for set periods Requires Department of Economic Opportunity (DEO) to remove certain inactive districts
Signed by Governor	SB 390 HB 273	Revises 119 (Public Records) <ul style="list-style-type: none"> Clarifies responsibilities of contractors doing business with Government
Presented to Governor	SB 1156 HB 971	Revises Formation Provisions: <ul style="list-style-type: none"> Amends acreage threshold (1,000 to 2,500) Revises notice requirements for local government hearing (from 4 to 2) <p>Clarifies that CDDs may engage towing operators</p> <p>Authorizes certain number of districts to merge (five), and merger details</p>
Presented to Governor	SB 1004 HB 869	Clarifies public record exemption for security system plans
Signed by Governor Signed by Governor	SB 1040 SB 1038 HB 7049	Clean up Bill removing several old provisions and references

Proposed Bills That Failed:	
SB 406	Playground Safety Act, adopts federal standards for new playgrounds and applies retroactively starting in 2022
SB 582	Clarifies definitions and penalties for public corruption
SB 593 SB 686	<p>Revises 112</p> <ul style="list-style-type: none"> • Additional financial disclosure of public officials- (only municipalities) <p>Revises 189</p> <ul style="list-style-type: none"> • Certain budget documents on website <p>Revises 218 (audits)</p> <ul style="list-style-type: none"> • Revises audit committee membership requirements • Requires affidavit of audit committee chair • Requires explanation of any recommendations by auditor at public meeting and Board's discussion of if it will take corrective action
SB 724 HB 857	Public Record: Custodian of record can be personally liable if they withhold public record or assert non-applicable exception
HB 1143	Includes e-cigarettes in Florida's Clean Indoor Air Act (prohibit in buildings and preempt regulation of smoking)
SB 1220 HB 1021	Public Record Attorney's Fees – Judge reviews facts to determine if award under the circumstances. Currently: award when local government is found to be in violation
SB 1482	Revises 286.011. Requires agendas be posted on website 2 business days in advance of meeting
SB 1554 HB 4063	Repeals preemption of smoking regulation
HB 7001	Requires DEO to remove inactive districts from official list