

FOX BRANCH RANCH

**COMMUNITY DEVELOPMENT
DISTRICT**

February 9, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING AGENDA**

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

February 2, 2022

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
Fox Branch Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Fox Branch Ranch Community Development District will hold a Regular Meeting on February 9, 2022 at 9:30 A.M., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor, Chris Tyree *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Chapter 190, Florida Statutes
 - D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - E. Form 8B: Memorandum of Voting Conflict
4. Update: Bond Financing
5. Consideration of Resolution 2022-10, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date

- 6. Consideration of Resolution 2022-11, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
- 7. Acceptance of Unaudited Financial Statements as of December 31, 2021
- 8. Approval of December 8, 2021 Public Hearings and Regular Meeting Minutes
- 9. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 9, 2022 at 9:30 A.M.

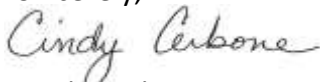
○ QUORUM CHECK

CHRIS TYREE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
BILL FIFE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
JC NOWOTNY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MARY MOULTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
COURTNEY POTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT:

- 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- 2. DELEGATION OF AUTHORITY.** The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any

such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 9th day of February, 2022.

ATTEST:

**FOX BRANCH RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fox Branch Ranch Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) has previously adopted the *Prompt Payment Policies and Procedures* (“Policies”) to govern prompt payments; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* (“Amended Policies”), attached hereto as **Exhibit A**, for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

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 9th day of February, 2022.

ATTEST:

**FOX BRANCH RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Prompt Payment Policies and Procedures

EXHIBIT A

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

Amended & Restated Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

February 9, 2022

Fox Branch Ranch Community Development District
Amended and Restated Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Fox Branch Ranch Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an

invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018490076C-8. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (877) 276-0889, email wrathellc@whhassociates.com, Fax (561) 571-0013).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)

7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Fox Branch Ranch Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

2. **Email Address**
foxbranchranchcdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. **Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. **Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. **Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or

reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the

payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

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**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2021**

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General Fund	Total Governmental Funds
ASSETS		
Due from Landowner	\$ 18,881	\$ 18,881
Total assets	\$ 18,881	\$ 18,881
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 12,881	\$ 12,881
Landowner advance	6,000	6,000
Total liabilities	18,881	18,881
 DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	12,881	12,881
Total deferred inflows of resources	12,881	12,881
 Fund balances:		
Restricted for:		
Unassigned	(12,881)	(12,881)
Total fund balances	(12,881)	(12,881)
 Total liabilities, deferred inflows of resources and fund balances		
	\$ 18,881	\$ 18,881

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 83,432	0%
Total revenues	<u>-</u>	<u>-</u>	<u>83,432</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	6,000	40,000	15%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	667	0%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	124	500	25%
Legal advertising	2,472	2,472	6,500	38%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,530</u>	<u>8,646</u>	<u>83,432</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	(4,530)	(8,646)	-	
Fund balances - beginning	(8,351)	(4,235)	-	
Fund balances - ending	<u>\$ (12,881)</u>	<u>\$ (12,881)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

**MINUTES OF MEETING
FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Fox Branch Ranch Community Development District held Multiple Public Hearings and a Regular Meeting on December 8, 2021 at 9:30 A.M., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present at the meeting were:

William (Bill) Fife	Chair
Mary Moulton	Vice Chair
Courtney Potter	Assistant Secretary
JC Nowotny	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jere Earlywine	District Counsel
Meredith Hammock	KE Law Group PLLC
Nicole Stalder (via telephone)	District Engineer
Cynthia Wilhelm	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 9:30 a.m. She reported that Mr. Bill Fife, Mr. JC Nowotny and Mr. John Wiggins were elected at the Landowners' Meeting and were present, in person. Mr. Chris Tyree was elected at the Landowners' Election and was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

37 **THIRD ORDER OF BUSINESS** **Administration of Oath of Office to Elected**
 38 **Supervisors (the following will be provided**
 39 **in a separate package)**
 40

41 Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the
 42 Oath of Office to Mr. Wiggins, Mr. Fife and Mr. Nowotny. She discussed procedures for email,
 43 recordkeeping and public records requests and provided and explained the following items:

- 44 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 45 **B. Membership, Obligations and Responsibilities**
- 46 **C. Chapter 190, Florida Statutes**
- 47 **D. Financial Disclosure Forms**
 - 48 **I. Form 1: Statement of Financial Interests**
 - 49 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 50 **III. Form 1F: Final Statement of Financial Interests**
- 51 **E. Form 8B: Memorandum of Voting Conflict**

52 Mr. Earlywine discussed public ethics laws including the need for gift disclosures,
 53 prohibitions against using public office for private benefit or the benefit of relatives, conflicts of
 54 interest, bribery, use of confidential information, employment or promotion of relatives and
 55 lobbying the CDD within two years of leaving office.

57 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2022-01,**
 58 **Canvassing and Certifying the Results of**
 59 **the Landowners’ Election of Supervisors**
 60 **Held Pursuant to Section 190.006(2),**
 61 **Florida Statutes, and Providing for an**
 62 **Effective Date**
 63

64 Ms. Cerbone presented Resolution 2022-01 and recapped the Landowners’ Election
 65 results as follows:

66	Seat 1	Chris Tyree	401 votes	4-Year Term
67	Seat 2	Bill Fife	401 votes	4-Year Term
68	Seat 3	JC Nowotny	400 votes	2-Year Term
69	Seat 4	John Wiggins	400 votes	2-Year Term

70 Ms. Cerbone noted there was no nomination and no ballots were cast for Seat 5; when
71 Seat 5 is filled it will be for the remainder of the 2-Year Term.

72

73 **On MOTION by Ms. Fife and seconded by Mr. Wiggins, with all in favor,**
74 **Resolution 2022-01, Canvassing and Certifying the Results of the Landowners'**
75 **Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,**
76 **and Providing for an Effective Date, was adopted.**

77

78

79 **FIFTH ORDER OF BUSINESS**

**Consider Appointment of Courtney Potter
to Fill Unexpired Term of Seat 5; Term
Expires November 2023**

80

81

82

83 Mr. Fife nominated Ms. Courtney Potter to fill the unexpired term of Seat 5. No other
84 nominations were made.

85

86 **On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor,**
87 **appointment of Ms. Courtney Potter to Seat 5, term expires November 2023,**
88 **was approved.**

89

90

91 • **Administration of Oath of Office**

92 Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the
93 Oath of Office to Ms. Courtney Potter.

94 ▪ **Acceptance of Resignation of Supervisor John Wiggins, Seat 4**

95 **This item was an addition to the agenda.**

96 Mr. John Wiggins provided his resignation letter.

97

98 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the**
99 **resignation of Mr. John Wiggins, was accepted.**

100

101

102 Mr. Fife nominated Ms. Mary Moulton to fill the unexpired term of Seat 4. No other
103 nominations were made.

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On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the appointment of Ms. Mary Moulton to Seat 4, term expires November 2023, was approved.

Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Mary Moulton.

Ms. Cerbone asked if there were any aspects of the Supervisor responsibilities, forms, documents, Sunshine Law, public records, etc., that Supervisors Moulton and Potter would like to review. Supervisors Potter and Moulton stated there were none.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Designating Certain Officers of the District, and Providing for an Effective Date

Ms. Cerbone presented Resolution 2022-02. Ms. Potter nominated the following slate of officers:

- | | |
|-----------------|---------------------|
| Bill Fife | Chair |
| Mary Moulton | Vice Chair |
| Craig Wrathell | Secretary |
| JC Nowotny | Assistant Secretary |
| Courtney Potter | Assistant Secretary |
| Chris Tyree | Assistant Secretary |
| Cindy Cerbone | Assistant Secretary |
| Kristen Suit | Assistant Secretary |

No other nominations were made.

On MOTION by Ms. Potter and seconded by Ms. Moulton, with all in favor, Resolution 2022-02, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

138 Prior appointments by the Board for Treasurer and Assistant Treasurer remain
139 unaffected by this Resolution.

140

141 **SEVENTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2020/2021 Budget**

142

143

144 **A. Proof/Affidavit of Publication**

145 The affidavit of publication was included for informational purposes.

146 **B. Consideration of Resolution 2022-03, Relating to the Annual Appropriations and**
147 **Adopting the Budget for the Fiscal Year Ending September 30, 2021; Authorizing**
148 **Budget Amendments; and Providing an Effective Date**

149 Ms. Cerbone presented the Fiscal Year 2021 budget.

150

151 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the**
152 **Public Hearing was opened.**

153

154

155 No members of the public spoke.

156

157 **On MOTION by Ms. Potter and seconded by Mr. Fife, with all in favor, the**
158 **Public Hearing was closed.**

159

160

161 Ms. Cerbone presented Resolution 2022-03.

162

163 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor,**
164 **Resolution 2022-03, Relating to the Annual Appropriations and Adopting the**
165 **Budget for the Fiscal Year Ending September 30, 2021; Authorizing Budget**
166 **Amendments; and Providing an Effective Date, was adopted.**

167

168

169 **EIGHTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

170

171

172 **A. Proof/Affidavit of Publication**

173 The affidavit of publication was included for informational purposes.

174 **B. Consideration of Resolution 2022-04, Relating to the Annual Appropriations and**
175 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
176 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
177 **Date**

178 Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget, which was unchanged
179 since the Organizational Meeting. She noted that Wrathell, Hunt and Associates, LLC would
180 reduce its management fee to \$2,000 per month until bonds are issued.

181

On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the Public Hearing was opened.

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No members of the public spoke.

187

On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the Public Hearing was closed.

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Ms. Cerbone presented Resolution 2022-04.

193

On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, Resolution 2022-04, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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NINTH ORDER OF BUSINESS

Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

201

202

203

204

205

A. Affidavits of Publication

207 The affidavits of publication were included for informational purposes.

208 **B. Consideration of Resolution 2022-05, Adopting Rules of Procedure; Providing a**
209 **Severability Clause; and Providing an Effective Date**

210 Ms. Cerbone stated the Rules of Procedures set forth the processes and procedures for
211 a variety of matters. Typically, the Rules are related to the Request for Qualifications (RFQ) and
212 Request for Proposals (RFP) processes, Officers, insurance, internal controls, etc. The Rules of
213 Procedure are the guidelines for the CDD to operate in accordance with legislative requirements.

214 Mr. Earlywine concurred and stated the Rules of Procedure generally govern how the
215 meetings operate, set forth the powers of the Chair, Vice Chair and other Supervisors, address
216 rulemaking proceedings that generally relate to setting rates for amenities and address
217 competitive purchasing.

218 Ms. Moulton noted that Forestar's primary policy is to put the amenity centers in the
219 HOA, which is different from how some other CDDs operate.

220

221 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the**
222 **Public Hearing was opened.**

223

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225

No members of the public spoke.

226

227 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the**
228 **Public Hearing was closed.**

229

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231

Ms. Cerbone presented Resolution 2022-05.

232

233 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor,**
234 **Resolution 2022-05, Adopting Rules of Procedure; Providing a Severability**
235 **Clause; and Providing an Effective Date, was adopted.**

236

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238 **TENTH ORDER OF BUSINESS**

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241

**Consideration of Response(s) to Request
for Qualifications (RFQ) for Engineering
Services**

242 **A. Affidavit of Publication**

243 The affidavit of publication was included for informational purposes.

244 **B. RFQ Package**

245 The RFQ package was included for informational purposes.

246 **C. Respondent(s): Dewberry Engineers, Inc.**

247 Ms. Cerbone stated that Dewberry Engineers, Inc. (Dewberry) was the only respondent
248 to the RFQ.

249 **D. Competitive Selection Criteria/Ranking**

250 Ms. Cerbone stated and Mr. Earlywine confirmed that, as the sole respondent, the
251 Board could rank Dewberry as the #1 ranked respondent and award the contract accordingly.

252 **E. Award of Contract**

253

254 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, ranking**
 255 **the sole respondent Dewberry Engineers, Inc., as the #1 ranked and qualified**
 256 **respondent for District Engineering Services, awarding the District Engineering**
 257 **Services Contract to Dewberry Engineers, Inc., and authorizing the Chair or Vice**
 258 **Chair to execute, was approved.**

259

260

261 **ELEVENTH ORDER OF BUSINESS**

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

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276 **A. Affidavit/Proof of Publication**

277 The proof of publication was included for informational purposes.

278 **B. Consideration of Resolution 2022-06, Expressing its Intent to Utilize the Uniform**
 279 **Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which**
 280 **May Be Levied by the Fox Branch Ranch Community Development District in**
 281 **Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause;**
 282 **and Providing an Effective Date**

283 Ms. Cerbone stated this Resolution acknowledges and approves the Board’s intention to
 284 levy non-ad Valorem assessments over the properties as described in the attachment.

286 **On MOTION by Ms. Potter and seconded by Mr. Fife with all in favor, the Public**
 287 **Hearing was opened.**

288
 289
 290 No members of the public spoke.

292 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the**
 293 **Public Hearing was closed.**

294
 295
 296 Ms. Cerbone presented Resolution 2022-06.

298 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor,**
 299 **Resolution 2022-06, Expressing its Intent to Utilize the Uniform Method of**
 300 **Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be**
 301 **Levied by the Fox Branch Ranch Community Development District in**
 302 **Accordance with Section 197.3632, Florida Statutes; Providing a Severability**
 303 **Clause; and Providing an Effective Date, was adopted.**

304
 305
 306 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2022-07,**
 307 **Designating the Primary Administrative**
 308 **Office and Principal Headquarters of the**
 309 **District and Providing an Effective Date**

310
 311 This item was deferred.

312

313 **THIRTEENTH ORDER OF BUSINESS** **Update: Stormwater Reporting**
314 **Requirements**
315

316 Mr. Earlywine discussed new legislation that requires CDDs to analyze their existing
317 stormwater infrastructure, in terms of cost to install, operate and maintain and determine the
318 needs for the next 20 or more years. The initial report is due by July 31, 2022 and then every
319 five years thereafter. Discussion ensued regarding the reporting requirements. The consensus
320 was that Mr. Earlywine would inquire with the State and if reporting is required the District
321 Engineer would submit a cost proposal.

322

323 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2022-08,**
324 **Designating Dates, Times and Locations for**
325 **Regular Meetings of the Board of**
326 **Supervisors of the District for Fiscal Year**
327 **2021/2022 and Providing for an Effective**
328 **Date**
329

330 Ms. Cerbone stated that, at the Organizational Meeting, meetings were set for the
331 second Wednesday of the month at 9:30 a.m., at this location. The consensus was that the
332 previously approved Meeting Schedule was acceptable and as no changes would be made to
333 the Fiscal Year 2022 Meeting Schedule, Resolution 2022-08 was not necessary.

334

335 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2022-09,**
336 **Authorizing the Issuance of Not to Exceed**
337 **\$27,080,000 Fox Branch Ranch Community**
338 **Development District Capital Improvement**
339 **Revenue Bonds, in One or More Series;**
340 **Approving the Form of a Master Trust**
341 **Indenture; Appointing a Trustee, Registrar**
342 **and Paying Agent; Approving a Capital**
343 **Improvement Program; Authorizing the**
344 **Commencement of Validation Proceedings**
345 **Relating to the Bonds; and Providing an**
346 **Effective Date**
347

348 Mr. Earlywine presented Resolution 2022-09, known as the Bond Validation Resolution,
349 which authorizes Staff to file a Validation Complaint. Because the Engineer's Report is not yet

350 complete, the Validation Complaint would be filed based upon the construction estimate in the
 351 Establishment Petition; the cost was grossed up to \$27,080,000 to include financing costs. The t
 352 process would begin in January or February and would take approximately 60 days; following
 353 the Bond Validation Hearing, bonds could be issued within 60 days. While the CDD is not
 354 expected to issue bonds until the Fourth Quarter of 2022, completing these steps early allows
 355 for maximum flexibility.

356

357 **On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor,**
 358 **Resolution 2022-09, Authorizing the Issuance of Not to Exceed \$27,080,000 Fox**
 359 **Branch Ranch Community Development District Capital Improvement Revenue**
 360 **Bonds, in One or More Series; Approving the Form of a Master Trust Indenture;**
 361 **Appointing a Trustee, Registrar and Paying Agent; Approving a Capital**
 362 **Improvement Program; Authorizing the Commencement of Validation**
 363 **Proceedings Relating to the Bonds; and Providing an Effective Date, was**
 364 **adopted.**

365

366

367 **SIXTEENTH ORDER OF BUSINESS**

**Consideration of Nabors, Giblin &
 Nickerson, P.A., Bond Counsel Agreement**

368

369

370 Mr. Earlywine presented the Nabors, Giblin & Nickerson, P.A., Bond Counsel Agreement,
 371 which was consistent with other Forestar agreements with Bond Counsel.

372

373 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the**
 374 **Nabors, Giblin & Nickerson, P.A., Agreement for Bond Counsel Services, was**
 375 **approved.**

376

377

378 **SEVENTEENTH ORDER OF BUSINESS**

Update: Bond Financing

379

380 This item was during the Fifteenth Order of Business.

381

382 **EIGHTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
 Statements as of October 31, 2021**

383

384

385 Ms. Cerbone presented the Unaudited Financial Statements as of October 31, 2021.

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On MOTION by Ms. Potter and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of October 31, 2021, were accepted.

NINETEENTH ORDER OF BUSINESS

Approval of Minutes

Ms. Cerbone presented the following:

- A. September 15, 2021 Organizational Meeting**
- B. October 13, 2021 Landowners' Meeting**

On MOTION by Ms. Potter and seconded by Mr. Fife, with all in favor, the September 15, 2021 Organizational Meeting and the October 13, 2021 Landowners' Meeting Minutes, as presented, were approved.

TWENTIETH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *KE Law Group, PLLC***

Mr. Earlywine stated he would file for Bond Validation in the coming weeks and the Engineer's Report was in progress; financing was proceeding according to schedule.

- B. District Engineer [Interim]: *Dewberry Engineers, Inc.***

"Interim" would be removed from future agendas.

Discussion ensued regarding whether a formal cost proposal is required. Ms. Stalder stated the original proposal was submitted to Forestar. Mr. Earlywine stated a form of contract would be forwarded shortly.

- C. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING DATE: TBD**

Ms. Cerbone stated the two other CDDs with similar Board Members would be meeting today and, while it was likely that the next meeting for those CDDs would be scheduled for February, in order to advertise for Public Hearings, the next Fox Branch Ranch CDD meeting was scheduled for January 12, 2022 at 9:30 a.m., unless canceled.

- **QUORUM CHECK**

420 All Supervisors confirmed their attendance at the January 12, 2022 meeting.

421

422 **TWENTY-FIRST ORDER OF BUSINESS** **Board Members' Comments/Requests**

423

424 There were no Board Members' comments or requests.

425

426 **TWENTY-SECOND ORDER OF BUSINESS** **Public Comments**

427

428 There were no public comments.

429

430 **TWENTY-THIRD ORDER OF BUSINESS** **Adjournment**

431

432 There being nothing further to discuss, the meeting adjourned.

433

434 **On MOTION by Ms. Potter and seconded by Mr. Fife, with all in favor, the**
435 **meeting adjourned at 10:15 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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446 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**FOX BRANCH
RANCH**

COMMUNITY DEVELOPMENT DISTRICT

9C

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

*Ramada by Wyndham Davenport Orlando South, 43824 Highway 27
Davenport, Florida 33837-6808*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	9:30 AM
December 8, 2021	Regular Meeting	9:30 AM
January 12, 2022 CANCELED	Regular Meeting	9:30 AM
February 9, 2022	Regular Meeting	9:30 AM
March 9, 2022	Regular Meeting	9:30 AM
April 13, 2022	Regular Meeting <i>(presentation of FY2023 proposed budget)</i>	9:30 AM
May 11, 2022	Regular Meeting	9:30 AM
June 8, 2022	Regular Meeting	9:30 AM
July 13, 2022	Regular Meeting	9:30 AM
August 10, 2022	Public Hearing and Regular Meeting <i>(adoption of FY2023 budget)</i>	9:30 AM
September 14, 2022	Regular Meeting	9:30 AM