

December 7, 2020

**Board of Supervisors
Belmont II Community
Development District**

AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Belmont II Community Development District will be held on **Tuesday, December 15, 2020 at 9:30 a.m. at the Offices of Lennar Homes, 4600 Cypress Street, Suite 200, Tampa FL 33607**. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A.** Consideration of Resolution 2021-06, Ratifying Sale of Series 2020 Bonds.....Tab 1
 - B.** Consideration of Disclosure of Public FinancingTab 2
 - C.** Consideration of Matters Relating to Assignment of Kearney Construction Agreement for Townhomes Infrastructure Project to District
 1. Consideration of Assignment and Assumption of Construction AgreementTab 3
 2. Consideration of Addendum to Construction Agreement Upon AssignmentTab 4
- 4. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Landowner Election Meeting November 3, 2020Tab 5
 - B.** Consideration of Minutes of Board of Supervisors; Regular Meeting held on November 17, 2020.....Tab 6
 - C.** Consideration of Operation & Maintenance Expenditures for September 2020.....Tab 7
- 5. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - C.** District Manager
- 6. SUPERVISOR REQUESTS**
- 7. 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) 933-5571.

Sincerely,

Bryan Radcliff

Bryan Radcliff
District Manager

Tab 1

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMONT II COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE BELMONT II COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (2020 ASSESSMENT AREA); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF BELMONT II COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted Resolutions 2019-26 and 2020-20 (“Bond Resolution”), authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Revenue Bonds, Series 2020 (2020 Assessment Area); and

WHEREAS, on November 23, 2020, the District closed on the sale of its Belmont II Community Development District Special Assessment Revenue Bonds, Series 2020 (2020 Assessment Area) in the amount of \$8,820,000 (the “Series 2020 Bonds”); and

WHEREAS, as prerequisites to the issuance of the Series 2020 Bonds, the Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”) as authorized by the Bond Resolution; and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District staff in closing the sale of the Series 2020 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2020 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2020 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District staff in finalizing the closing and issuance of the Series 2020 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2020 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of December, 2020.

ATTEST:

**BELMONT II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Tab 2

**This Instrument Prepared by
and return to:**

**Belmont II Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578**

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE BELMONT II COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors¹
Belmont II Community Development District**

Kelly Evans
Chairman

Grady Miars
Assistant Secretary

Laura Coffey
Vice Chairman

Lori Campagna
Assistant Secretary

Clement Hill
Assistant Secretary

Rizzetta & Company, Inc.
District Manager
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
(813) 933-5571

District records are on file at the offices of Rizzetta & Company, Inc., and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of December 1, 2020. For a current list of Board Members, please contact the District Manager's office.

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BELMONT II COMMUNITY DEVELOPMENT DISTRICT

Introduction

The Belmont II Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well as maintenance of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE BELMONT II COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Belmont II Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 18-27, enacted by the Board of County Commissioners in and for Hillsborough County, Florida, which was effective on October 16, 2018. The District encompasses approximately 301 acres of land located entirely within Hillsborough County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Hillsborough County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 301 acres located entirely within Hillsborough County, Florida. “Assessment Area 1- Phase 2” and “Assessment Area 2” within the District, which together comprise the “2020 Assessment Area,” includes approximately 183.32 acres and 21.5 acres, respectively. The legal description of the lands encompassed within the 2020 Assessment Area within the District is attached hereto as **Exhibit A**.

The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, water and wastewater facilities, street lighting, landscaping and irrigation, surface water management, wildlife habitats, landscape, signage and walls, and recreation facilities. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the 2020 Assessment Area, the District adopted an *Amended and Restated Master Assessment Area 1 Engineer’s Report*, dated October 16, 2020 and *Master Assessment Area 2 Engineer’s Report*, dated July 21, 2020 (collectively, the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure therein (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On February 1, 2019, in the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$50,000,000 in Special Assessment Revenue Bonds for infrastructure needs of the District.

On November 23, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the 2020 Assessment Area (hereinafter, the “Series 2020 Project”). On that date, the District issued its Belmont II Community Development District Special Assessment Revenue Bonds, Series 2020 (2020 Assessment Area), in the amount of \$8,820,000 (the “Series 2020 Bonds”). Proceeds of the Series 2020 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2020 Project.

Roads and Streets

The District has or intends to provide funding for the transportation or roadway facilities required to support Assessment Area 1- Phase 2 and Assessment Area 2. Internal roadways within gated entrances are not included in the Capital Improvement Plan. Streetlights have or will be installed along all roadway facilities; however, the District will not fund the installation of any lighting components the District will not own. Roadways funded by the District will ultimately be owned, operated and maintained by the County.

Water and Wastewater Utilities

The District has or intends to provide funding for the master water and wastewater facilities required to support Assessment Area 1- Phase 2 and Assessment Area 2. Water and wastewater facilities will ultimately be owned, operated, and maintained by the County except as set forth herein.

Assessment Area 1- Phase 2

Water Distribution System: The District has or intends to provide the water distribution system for Assessment Area 1- Phase 2. The primary source of water for the District is a 16-inch water transmission main along the east side of US Hwy 301. Assessment Area 1- Phase 2 will connect to an existing 12-inch water main along the north side of Paseo Al Mar Boulevard. Water mains throughout Assessment Area 1- Phase 2 will circulate through Assessment Area 1- Phase 2 to provide water to all residential neighborhoods therein.

Sanitary Sewer Collection System: The District has or intends to provide the sanitary sewer collection system for Assessment Area 1- Phase 2. The sanitary sewer collection system will consist of a system of gravity sewer mains connecting to two pump stations (one existing), and the associated force mains to provide sanitary sewer service to Assessment Area 1- Phase 2. The new force main serving Assessment Area 1- Phase 2 will connect to the existing force main located on the south side of the existing western terminus of Paseo Al Mar Boulevard.

Assessment Area 2

Water Distribution System: The District has or intends to provide the water distribution system for Assessment Area 2. The primary source of water for the District is a 16-inch water transmission main along the east side of US Hwy 301. Assessment Area 2 will connect to an existing 16 inch water main along the east side of US Hwy 301 via a 12" main and extend to the master meter area west of the US Hwy 301 right-of-way. Line extensions from the master meter area to and within the townhome project area also included in the Capital Improvement Plan. These water mains generally consist of 6" and 8" lines with fire hydrants. Water mains throughout Assessment Area 2 will circulate through Assessment Area 2 to provide water to all residential neighborhoods therein. The District will provide the entire water distribution system for Assessment Area 2, except that portion claimed for impact fee credits by the Developer.

Sanitary Sewer Collection System: The District has or intends to provide the sanitary sewer collection system for Assessment Area 2. The sanitary sewer collection system will consist of a system of gravity sewer mains connecting to an existing manhole at the District boundary near Paseo Al Mar Blvd. This manhole and related gravity system continue to an existing Hillsborough County lift station located on the north side of Paseo Al Mar. The lift station and related forcemain were construction as part of Belmont CDD and dedicated to Hillsborough County. The gravity sewer system within Assessment Area 2 will be maintained by the

District. The District will provide the entire sanitary sewer collection system for Assessment Area 2, except that portion claimed for impact fee credits by the Developer.

Stormwater Management and Wetland Mitigation

The District has or intends to provide the master surface water management infrastructure for Assessment Area 1- Phase 2 and Assessment Area 2. Stormwater management infrastructure will ultimately be owned, operated and maintained by the District. Components of the surface water management infrastructure are described below:

Surface Water Management Ponds: A comprehensive system of surface water management ponds, consisting primarily of wet detention ponds, are proposed to manage the water quality and quantity impacts associated with the 2020 Assessment Area, inclusive of Paseo Al Mar Boulevard, future amenity center expansion, and the subdivision infrastructure components. These ponds will provide water quality treatment and stormwater runoff attenuation, designed in accordance with the Southwest Florida Water Management District's (the "SWFWMD") Basis of Review and the Hillsborough County Land Development Code and Stormwater Technical Manual, to address the impact to regional water quality and drainage. These ponds are located within the limits of the 2020 Assessment Area as well as those of Belmont CDD. In addition, surface water conveyance is provided in ditches, wetlands, and storm sewers located within and around the 2020 Assessment Area. Portions of these systems may be located outside of the 2020 Assessment Area but within District limits, while others are located within Hillsborough County right-of-way and public drainage easements. Any of these off-site improvements needed in support of the Capital Improvement Plan may be funded by the District.

Floodplain Management Ponds (Assessment Area 1- Phase 2 only): Floodplain management ponds are proposed to be excavated to offset fill impacts within on-site floodplain areas.

Wetland Mitigation (Assessment Area 1- Phase 2 only): A comprehensive wetland compensation plan is proposed to mitigate for unavoidable wetland impacts within the Development. Components of the mitigation plan are summarized below:

Environmental Impact Compensation Plan: The proposed wetland impacts are being compensated for by previously dedicated conservation areas located within the District or do not require mitigation.

Wetland Preservation: Numerous SWFWMD, EPC, and U.S. Army Corps of Engineers (USCOE) jurisdictional wetlands are being preserved in the District.

Landscaping, Hardscaping and Irrigation

Assessment Area 1- Phase 2

The District has or intends to provide certain master landscaping, hardscaping and irrigation improvements to support Assessment Area 1- Phase 2. Landscaping, hardscaping, and irrigation improvements will be owned, operated, and maintained by the District.

Entrance Landscaping and Signage: The District collector roadways will be landscaped with special attention given to the primary entrances (Paseo Al Mar Boulevard at the western end of the Development) including monument walls and/or signage.

Master Landscaping: The collector roadway network (rights-of-way and medians) and surface water management facilities will also be landscaped consistent with the theme of the Development.

Common Area Irrigation System: The master landscaping areas described above will be irrigated with a common system of irrigation distribution lines connected to potable water lines located within the District.

Assessment Area 2

The District has or intends to provide certain master landscaping, hardscaping and irrigation improvements to support Assessment Area 2. The District will own, operate and maintain the landscaping, hardscaping, and irrigation improvements except as set forth below. These facilities include entry landscaping and walls, landscaping along Gallant Man Place and perimeter landscaping. Landscaping within the gated portions of Assessment Area 2 will not be funded by the District.

Entrance Landscaping and Signage: Gallant Man Place will be landscaped with special attention given to the primary entrances (Gallant Man Place and US Hwy 301), including monument walls and/or signage. The gate systems will not be funded by the District.

Common Area Irrigation System: The landscaping areas described above will be irrigated with a common system of irrigation distribution lines connected to potable water lines located within the District.

Recreation Facilities (Assessment Area 1- Phase 2 Only)

The District has or intends to expand the existing central recreation facility located within Belmont CDD limits. In addition, the District will be constructing various open space areas associated with Assessment Area 1- Phase 2. The District may also fund the extension of the trail system and construction of additional pocket parks in support of Assessment Area 1- Phase 2.

Neighborhood Infrastructure (Assessment Area 1- Phase 2 Only)

The District has or intends to provide supporting infrastructure for the residential portion of the Development within Phases 2E and 2F. Subdivision infrastructure improvements include roadways, utilities, wetland mitigation, surface water management facilities, entry landscaping and walls, common area landscaping, hardscaping, and irrigation, signage and common areas and amenity improvements.

Assessments, Fees and Charges

A portion of the public infrastructure improvements identified in the District’s Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2020 Bonds. The amortization schedules for the Series 2020 Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Master Special Assessment Allocation Report (Assessment Area 1)*, dated February 19, 2019, the *Master Special Assessment Allocation Report (Assessment Area 2)*, dated July 21, 2020, and the *Final Supplemental Special Assessment Allocation Report, Special Assessment Revenue Bonds, Series 2020 (2020 Assessment Area)*, dated October 29, 2020 (collectively, the “Assessment Methodology”), are available for review in the District’s public records.

The Series 2020 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District’s Series 2020 Project (the “Series 2020 Debt Assessments”). The Series 2020 Debt Assessments are levied in accordance with the District’s Assessment Methodology and represent an allocation of the costs of the Series 2020 Project to those lands within the District benefiting from the Series 2020 Project.

PRODUCT	UNITS (2)	PRODUCT TOTAL PRINCIPAL (3)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (3)(4)	PER UNIT INSTLMT. (4)
Townhomes	160	\$1,549,895	\$9,687	\$93,537	\$585
Single Family 40'	162	\$3,423,859	\$21,135	\$206,633	\$1,276
Single Family 50'	100	\$2,641,618	\$26,416	\$159,424	\$1,594
Single Family 60'	38	\$1,204,628	\$31,701	\$72,700	\$1,913
TOTAL	460	\$8,820,000		\$532,294	

(1) Allocation of Series 2020 Assessments based on target assessment levels. There will be a recognized in-kind contribution of infrastructure by the Developer as an assessment credit to the townhome units in order to reach target assessment levels. See Table 7 for the contribution calculation.

(2) Series 2020 Assessments will initially be levied over the 135 Platted Units in Phase 2E and the remaining Unplatted Parcels within the 2020 Assessment Area and are expected to be fully absorbed on a first-platted first-assessed basis by the 165 units in Phase 2F and the 160 townhomes in Parcel 3.

(3) Product total shown for illustrative purposes only and are not fixed per product type.

(4) Includes estimated Hillsborough County collection costs/payment discounts, which may fluctuate.

The Series 2020 Debt Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”), which may be determined and calculated annually by the District’s Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District’s Series 2020 Debt Assessments and/or O&M Assessments may appear on that portion of the annual Hillsborough County Tax Notice entitled “non-ad valorem assessments,” and will be collected by the Hillsborough County Tax Collector in the same manner as county ad valorem taxes for platted lots, and will be directly collected by the District for undeveloped land. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Belmont II Community Development District’s operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Belmont II Community Development District, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 or call (813) 933-5571.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District’s public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District’s activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager’s office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 15th day of December, 2020, and recorded in the Official Records of Hillsborough County, Florida.

**BELMONT II COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of December, 2020, by Kelly Evans, Chairman of the Belmont II Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of the 2020 Assessment Area

Assessment Area 1- Phase 2

PHASE 2E

DESCRIPTION: A parcel of land lying in Section 24, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 24, also being a point on the Southerly boundary of BELMONT PHASE 1C-1 – PARTIAL REPLAT, according to the plat thereof, as recorded in Plat Book 124, Pages 12 through 23 inclusive, of the Public Records of Hillsborough County, Florida, run thence along the South boundary of said Southeast 1/4 of Section 24 and said Southerly boundary of said BELMONT PHASE 1C-1 – PARTIAL REPLAT, N.89°50'56"W., 434.39 feet to the Southwest corner of said BELMONT PHASE 1C-1 – PARTIAL REPLAT; thence along the Westerly boundary of said BELMONT PHASE 1C-1 – PARTIAL REPLAT, the following two (2) courses: 1) N.00°09'04"E., 143.32 feet; 2) N.47°49'23"E., 7.55 feet to the Southwest corner of BELMONT SOUTH PHASE 2D AND PASEO AL MAR BOULEVARD 1ST EXTENSION, according to the plat thereof, as recorded in Plat Book 136, Pages 7 through 22 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said BELMONT SOUTH PHASE 2D AND PASEO AL MAR BOULEVARD 1ST EXTENSION, the following three (3) courses: 1) N.06°05'58"W., 183.19 feet; 2) N.74°00'00"E., 130.31 feet; 3) N.16°00'00"W., 124.00 feet to the **POINT OF BEGINNING**; thence along the (Proposed) Northerly boundary of the Westerly extension of Paseo Al Mar Boulevard, the following three (3) courses: 1) S.74°00'00"W., 397.50 feet to a point of curvature; 2) Westerly, 841.14 feet along the arc of a curve to the right having a radius of 2038.00 feet and a central angle of 23°38'51" (chord bearing S.85°49'25"W., 835.18 feet) to a point of reverse curvature; 3) Westerly, 41.77 feet along the arc of a curve to the left having a radius of 2162.00 feet and a central angle of 01°06'25" (chord bearing N.82°54'22"W., 41.77 feet) to a point of cusp; thence Northeasterly, 39.07 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°32'26" (chord bearing N.51°46'13"E., 35.21 feet) to a point of tangency; thence N.07°00'00"E., 224.07 feet to a point of curvature; thence Northerly, 47.06 feet along the arc of a curve to the right having a radius of 500.00 feet and a central angle of 05°23'35" (chord bearing N.09°41'48"E., 47.05 feet) to a point of reverse curvature; thence Northwesterly, 44.68 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 102°23'35" (chord bearing N.38°48'12"W., 38.97 feet); thence NORTH, 50.00 feet; thence EAST, 27.02 feet; thence N.07°00'00"E., 268.76 feet; thence N.07°59'05"E., 50.12 feet to a point on a curve; thence Northeasterly, 30.55 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 87°31'55" (chord bearing N.50°45'58"E., 27.67 feet) to a point of tangency; thence N.07°00'00"E., 51.16 feet to a point of curvature; thence Northerly, 68.07 feet along the arc of a curve to the left having a radius of 975.00 feet and a central angle of 04°00'00" (chord bearing N.05°00'00"E., 68.05 feet) to a point of tangency; thence N.03°00'00"E., 10.90 feet; thence N.87°00'00"W., 120.00 feet; thence N.03°00'00"E., 419.00 feet; thence S.87°00'00"E., 25.00 feet; thence N.03°00'00"E., 121.00 feet; thence N.87°00'00"W., 25.00 feet; thence N.03°00'00"E., 292.00 feet; thence N.87°00'00"W., 10.00 feet; thence N.03°00'00"E., 375.76 feet to a point on the Southerly boundary of BELMONT NORTH PHASE 2B, according to the plat thereof, as recorded in Plat Book 129, Pages 253 through 283 inclusive, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary of BELMONT NORTH PHASE 2B, the following five (5) courses: 1) N.89°00'00"E., 64.49 feet; 2) S.70°00'00"E., 160.00 feet; 3) S.78°00'00"E., 255.00 feet; 4) N.84°00'00"E., 115.00 feet; 5) N.47°00'00"E., 117.87 feet to the Northwest corner of the aforesaid BELMONT SOUTH PHASE 2D AND PASEO AL MAR BOULEVARD 1ST EXTENSION; thence along the aforesaid Westerly boundary of BELMONT SOUTH PHASE 2D AND PASEO AL MAR BOULEVARD 1ST EXTENSION, the following eighteen (18) courses: 1) S.16°00'00"E., 352.58 feet to a point on a curve; 2) Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.61°00'00"E., 28.28 feet) to a point of tangency; 3) S.16°00'00"E., 202.00 feet to a point of curvature; 4) Southwesterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.29°00'00"W., 28.28 feet); 5) S.16°00'00"E., 50.00 feet; 6) N.74°00'00"E., 6.00 feet to a point of curvature; 7) Southeasterly, 31.42 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.61°00'00"E., 28.28 feet) to a point of tangency;

8) S.16°00'00"E., 100.00 feet; 9) S.74°00'00"W., 120.00 feet; 10) S.16°00'00"E., 465.00 feet; 11) N.74°00'00"E., 120.00 feet; 12) S.16°00'00"E., 93.07 feet to a point of curvature; 13) Southwesterly, 130.20 feet along the arc of a curve to the right having a radius of 81.00 feet and a central angle of 92°05'48" (chord bearing S.30°02'54"W., 116.63 feet); 14) S.13°54'12"E., 50.00 feet to a point on a curve; 15) Easterly, 4.99 feet along the arc of a curve to the left having a radius of 1525.00 feet and a central angle of 00°11'16" (chord bearing N.76°00'10"E., 4.99 feet) to a point of reverse curvature; 16) Southeasterly, 101.47 feet along the arc of a curve to the right having a radius of 66.00 feet and a central angle of 88°05'28" (chord bearing S.60°02'44"E., 91.77 feet) to a point of tangency; 17) S.16°00'00"E., 393.72 feet to a point of curvature; 18) Southwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.29°00'00"W., 35.36 feet) to the **POINT OF BEGINNING**.

Containing 42.706 acres, more or less.

PHASE 2F

DESCRIPTION: A parcel of land lying in Section 24, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 24, also being a point on the Southerly boundary of BELMONT PHASE 1C-1 – PARTIAL REPLAT, according to the plat thereof, as recorded in Plat Book 124, Pages 12 through 23 inclusive, of the Public Records of Hillsborough County, Florida, run thence along the South boundary of said Southeast 1/4 of Section 24 and said Southerly boundary of said BELMONT PHASE 1C-1 – PARTIAL REPLAT, N.89°50'56"W., 434.39 feet to the Southwest corner of said BELMONT PHASE 1C-1 – PARTIAL REPLAT; thence along the Westerly boundary of said BELMONT PHASE 1C-1 – PARTIAL REPLAT, the following two (2) courses: 1) N.00°09'04"E., 143.32 feet; 2) N.47°49'23"E., 7.55 feet to the Southwest corner of BELMONT SOUTH PHASE 2D AND PASEO AL MAR BOULEVARD 1ST EXTENSION, according to the plat thereof, as recorded in Plat Book 136, Pages 7 through 22 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said BELMONT SOUTH PHASE 2D AND PASEO AL MAR BOULEVARD 1ST EXTENSION, the following three (3) courses: 1) N.06°05'58"W., 183.19 feet; 2) N.74°00'00"E., 130.31 feet; 3) N.16°00'00"W., 124.00 feet; thence along the (Proposed) Northerly boundary of the Westerly extension of Paseo Al Mar Boulevard, the following twelve (12) courses: 1) S.74°00'00"W., 397.50 feet to a point of curvature; 2) Westerly, 841.14 feet along the arc of a curve to the right having a radius of 2038.00 feet and a central angle of 23°38'51" (chord bearing S.85°49'25"W., 835.18 feet) to a point of reverse curvature; 3) Westerly, 41.77 feet along the arc of a curve to the left having a radius of 2162.00 feet and a central angle of 01°06'25" (chord bearing N.82°54'22"W., 41.77 feet) to the Southwest corner of the (Proposed) plat of BELMONT SOUTH PHASE 2E, also being the **POINT OF BEGINNING**; 4) continue Westerly, 237.80 feet along the arc of said curve to the left having the same radius of 2162.00 feet and a central angle of 06°18'07" (chord bearing N.86°36'38"W., 237.68 feet) to a point of tangency; 5) N.89°45'41"W., 522.92 feet; 6) N.00°14'19"E., 13.00 feet; 7) N.89°45'41"W., 702.80 feet to a point of curvature; 8) Westerly, 121.23 feet along the arc of a curve to the left having a radius of 2375.00 feet and a central angle of 02°55'29" (chord bearing S.88°46'34"W., 121.22 feet); 9) N.02°41'10"W., 25.00 feet to a point on a curve; 10) Westerly, 542.38 feet along the arc of said curve to the left having a radius of 2400.00 feet and a central angle of 12°56'54" (chord bearing S.80°50'23"W., 541.22 feet) to a point of reverse curvature; 11) Westerly, 593.66 feet along the arc of a curve to the right having a radius of 2200.00 feet and a central angle of 15°27'40" (chord bearing S.82°05'46"W., 591.86 feet) to a point of compound curvature; 12) Westerly, 39.75 feet along the arc of a curve to the right having a radius of 1555.00 feet and a central angle of 01°27'53" (chord bearing N.89°26'28"W., 39.75 feet); thence N.01°09'27"E., 104.35 feet to a point on a curve; thence Westerly, 252.84 feet along the arc of a curve to the right having a radius of 2095.50 feet and a central angle of 06°54'48" (chord bearing N.85°41'46"W., 252.69 feet); thence N.11°11'51"E., 154.19 feet; thence S.78°48'09"E., 20.71 feet; thence N.11°11'51"E., 72.34 feet; thence N.78°48'09"W., 20.71 feet; thence N.11°11'51"E., 131.73 feet; thence N.57°11'58"W., 184.27 feet to a point on a curve on the Easterly boundary of the Limited Access Right-of-Way for INTERSTATE HIGHWAY No. 75 (State Road No. 93-A), as recorded in Official Records Book 3307, Page 1129, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary of the Limited Access Right-of-Way for INTERSTATE HIGHWAY No. 75 (State Road No. 93-A), Northeasterly, 2126.14 feet along the arc of a curve to the left having a radius of 11589.16 feet and a central angle of 10°30'41" (chord bearing N.27°32'59"E., 2123.16 feet) to a point on the North boundary of the Southwest 1/4 of

the aforesaid Section 24, also being the Southwest corner of BELMONT NORTH PHASE 2B, according to the plat thereof, as recorded in Plat Book 129, Pages 253 through 283 inclusive, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary of BELMONT NORTH PHASE 2B, the following four (4) courses: 1) along said North boundary of the Southwest 1/4 of Section 24, S.89°48'31"E., 1051.51 feet to the Northeast corner of said Southwest 1/4 of Section 24; 2) S.71°08'46"E., 711.16 feet; 3) S.78°00'00"E., 318.50 feet; 4) N.89°00'00"E., 135.51 feet to the Northwest corner of the aforesaid (Proposed) plat of BELMONT SOUTH PHASE 2E; thence along the Westerly boundary of said (Proposed) plat of BELMONT SOUTH PHASE 2E, the following twenty (20) courses: 1) S.03°00'00"W., 375.76 feet; 2) S.87°00'00"E., 10.00 feet; 3) S.03°00'00"W., 292.00 feet; 4) S.87°00'00"E., 25.00 feet; 5) S.03°00'00"W., 121.00 feet; 6) N.87°00'00"W., 25.00 feet; 7) S.03°00'00"W., 419.00 feet; 8) S.87°00'00"E., 120.00 feet; 9) S.03°00'00"W., 10.90 feet to a point of curvature; 10) Southerly, 68.07 feet along the arc of a curve to the right having a radius of 975.00 feet and a central angle of 04°00'00" (chord bearing S.05°00'00"W., 68.05 feet) to a point of tangency; 11) S.07°00'00"W., 51.16 feet to a point of curvature; 12) Southwesterly, 30.55 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 87°31'55" (chord bearing S.50°45'58"W., 27.67 feet); 13) S.07°59'05"W., 50.12 feet; 14) S.07°00'00"W., 268.76 feet; 15) WEST, 27.02 feet; 16) SOUTH, 50.00 feet to a point on a curve; 17) Southeasterly, 44.68 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 102°23'35" (chord bearing S.38°48'12"E., 38.97 feet) to a point of reverse curvature; 18) Southerly, 47.06 feet along the arc of a curve to the left having a radius of 500.00 feet and a central angle of 05°23'35" (chord bearing S.09°41'48"W., 47.05 feet) to a point of tangency; 19) S.07°00'00"W., 224.07 feet to a point of curvature; 20) Southwesterly, 39.07 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89°32'26" (chord bearing S.51°46'13"W., 35.21 feet) to the **POINT OF BEGINNING**.

Containing 140.617 acres, more or less.

Assessment Area 2

Parcel F Townhomes

DESCRIPTION:

A parcel of land lying in Southeast 1/4 of Section 19, Township 31 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the East 1/4 corner of said Section 19; thence along the East line of the Southeast 1/4 of said Section 19, thence S.00°21'30"W., a distance of 1839.54 feet; thence N.89°38'30"W., a distance of 344.68 feet **POINT OF BEGINNING**; thence N.89°38'30"W., a distance of 106.02 feet; thence S.49°12'56"W., a distance of 100.06 feet; thence S.81°47'51"W., a distance of 58.53 feet; thence N.88°35'59"W., a distance of 453.32 feet to the East line of Belmont Phase 1C-1 Partial Replat according to the plat thereof as recorded in Plat Book 124, Pages 14-23 of the Public Records of Hillsborough County, Florida; thence along the East line of said Belmont Phase 1C-1 Partial Replat and the East line of Belmont Phase 1A, according to the plat thereof as recorded in Plat Book 112, Page 62 of the Public Records of Hillsborough County, Florida, respectively, N.01°24'00"E., a distance of 1719.73 feet; thence leaving said East line, N.90°00'00"E., a distance of 77.74 feet; thence S.01°23'52"W., a distance of 40.18 feet; thence N.90°00'00"E., a distance of 68.04 feet; thence S.15°01'27"E., a distance of 74.74 feet; thence S.24°10'10"E., a distance of 120.53 feet; thence S.05°29'15"E., a distance of 112.00 feet; thence N.89°59'28"E., a distance of 56.26 feet; thence S.44°28'48"E., a distance of 267.99 feet; thence S.89°38'30"E., a distance of 111.78 feet; thence Southeasterly, 7.14 feet along the arc of a non-tangent curve to the right having a radius of 40.00 feet and a central angle of 10°14'02" (chord bearing S.41°41'29"E., 7.14 feet); thence Southeasterly, 13.35 feet along the arc of a compound curve to the right having a radius of 40.00 feet and a central angle of 19°07'15" (chord bearing S.27°00'51"E., 13.29 feet); thence Southeasterly, 59.01 feet along the arc of a reverse curve to the left having a radius of 212.00 feet and a central angle of 15°56'58" (chord bearing S.25°25'43"E., 58.82 feet); thence S.33°24'12"E., a distance of 17.53 feet; thence Southerly, 110.78 feet along the arc of a tangent curve to the right having a radius of 188.00 feet and a central angle of 33°45'42" (chord bearing S.16°31'21"E., 109.18 feet); thence S.00°21'30"W., a distance of 941.97 feet to the **POINT OF BEGINNING**.

Containing 21.501 acres, more or less.

Tab 3

ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION AGREEMENT

TOWNHOME INFRASTRUCTURE PROJECT

This Assignment and Assumption of Agreement (“Assignment”) is entered into effective the 15th day of December, 2020 (“Effective Date”) by and between **LENNAR HOMES, LLC**, a Florida limited liability company (“Lennar”) and **BELMONT II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government (the “District,” and together with the District, the “Parties”). Based upon the mutual promises and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

WITNESSETH

WHEREAS, Lennar and The Kearney Companies, LLC, a Florida limited liability company (“Contractor”) entered into that certain *Agreement* dated _____ (“Agreement”) for the construction of certain public infrastructure improvements relating to the _____ project as more fully described in the Agreement. A copy of the Agreement, including all change orders approved to date, is attached and incorporated as **Exhibit 1**;

WHEREAS, Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit 2**;

WHEREAS, Lennar has obtained a release from Contractor acknowledging the assignment of the Agreement and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising from or related to this Assignment, which is attached hereto as **Exhibit 3**; and

WHEREAS, Lennar desires to assign the Agreement to the District, and the District agrees to accept such assignment.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lennar represents that: (i) it, and each individual executing this Assignment on its behalf, has full power and authority to enter into this Assignment and any other agreement, document or instrument delivered in connection herewith; (ii) to the best of Lennar’ knowledge and belief, the making and performance of this Assignment by it will not result in any breach of any term, condition or provision of, or constitute a default under, any contract, agreement, organizational document or other instrument, or result in a breach of any regulation, order, writ, injunction or decree of any court or any commission, board or other administrative agency, to which it is a party or by which it may be bound; (iii) all approved payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement other than as specifically provided herein.

2. As of the Effective Date, Lennar hereby assigns, transfers and delivers all of its right, title and interest in and to the Agreement and all of its obligations and duties of the Agreement, and pursuant to the terms and provisions of this Assignment, and the District accepts such assignment as of the Effective Date, and assumes as of the Effective Date, and agrees to perform and comply with the obligations of “Owner” as set forth in the Agreement that are to be performed from and after the Effective Date, in accordance with the terms and provisions of this Assignment.

3. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The provisions of this Assignment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the Parties.

4. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment.

In witness whereof, the Parties have caused this Assignment to be executed as of the Effective Date set forth above.

“LENNAR”

Print Name _____

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Its: _____

“DISTRICT”

Secretary

BELMONT II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government

By: _____
Kelly Evans
Chairman, Board of Supervisors

THE KEARNEY COMPANIES, LLC
9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE

For Ten and No/100 Dollars (\$10.00) and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, The Kearney Companies, LLC, a Florida limited liability company (“Contractor”), hereby agrees as follows:

1. That certain *Agreement* (“Agreement”) between LENNAR HOMES, LLC and Contractor dated _____ has been assigned to and assumed by the BELMONT II COMMUNITY DEVELOPMENT DISTRICT (the “District”). Contractor acknowledges and accepts such assignment and its validity.
2. Contractor represents and warrants that Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
3. Contractor represents and warrants that all payments to Contractor and any Subcontractors suppliers or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement except as may be specifically provided below:

_____ {insert description of any outstanding dispute}
4. Contractor hereby releases and waives any claim it may have against Lennar and DISTRICT as a result of or in connection with such assignment.

[Signatures on Next Page]

In Witness Whereof, this Acknowledgment and Acceptance of Assignment and Release is executed by the Contractor, effective the 15th day of December, 2020.

“CONTRACTOR”

Print Name _____

THE KEARNEY COMPANIES, LLC, a
Florida limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of December, 2020 by _____, as _____ of The Kearney Companies, LLC, a Florida limited liability company, on behalf of said entity. The above-named person is ____ personally known to me or has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on _____.

Tab 4

ADDENDUM TO CONSTRUCTION CONTRACT

TOWNHOME INFRASTRUCTURE PROJECT

1. **ASSIGNMENT.** This Addendum (the “**Addendum**”) applies to that certain construction contract formerly between Lennar Homes, LLC and The Kearney Companies, LLC (the “**Contractor**”), dated _____ which relates to the _____ project (the “**Project**”), and which is now assigned to the Belmont II Community Development District (the “**District**”), attached hereto as **Exhibit A** (the “**Contract**”). To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Hillsborough County, Florida, payment and performance bonds for the remainder of the Project to be constructed with a surety insurer authorized to do business in Florida. The cost of such bond may be added to Contractor’s agreement and invoiced to the District, which shall be paid upon approval by the District. Such bond and/or security shall be for 100% of the Project cost which remains to be constructed and shall be in effect for a full year from the time of final completion of the Project and final acceptance by the District. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bonds.

3. **INSURANCE.** The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **RETAINAGE.** Notwithstanding any other provision of the Contract, retainage shall be calculated as follows:

Until Final Completion, acceptance of the Work by the Owner, acceptance by the Owner of the required maintenance/warranty bond, and Final Payment to the Contractor, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding five (5%)

percent of the payment. The Owner may, at any time, and in its sole discretion, reduce the five (5%) percent retainage amount to a lesser amount of retainage withheld from each subsequent progress payment made to the Contractor.

5. INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Contractor, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Contractor's activities as contemplated by the Agreement.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- A. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- B. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- C. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- D. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- E. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- F. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

- G. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- H. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- I. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with the Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Bryan Radcliff ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 12750 CITRUS PARK LANE, SUITE 115, TELEPHONE: (813) 933-5571, EMAIL: BRADCLIFF@RIZZETTA.COM.

8. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District:	Belmont II Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, Florida 33625 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A.
-----------------	----------------------------

119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Contractor: The Kearney Companies, LLC
9625 Wes Kearney Way
Riverview, Florida 33578

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor has executed a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be attached hereto as **Exhibit B**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor has executed a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be attached hereto as **Exhibit C**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor has executed a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be attached hereto as **Composite Exhibit D**.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

14. WARRANTY. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A.** Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee. All work, materials, etc provided pursuant to the Contract shall be warranted for twenty-four (24) months after final completion and acceptance by the Owner.
- B.** Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 1.** abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2.** normal wear and tear under normal usage.
- C.** Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer (or other similar acceptance by Owner);
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D.** If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E.** Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- F.** The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

THE KEARNEY COMPANIES, LLC

Witness

By: _____
Its: _____

Print Name of Witness

**BELMONT II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Kelly Evans
Chairman, Board of Supervisors

- | | |
|-----------------------------|---------------------------------|
| Exhibit A: | Construction Contract |
| Exhibit B: | Scrutinized Companies Statement |
| Exhibit C: | Public Entity Crimes Statement |
| Composite Exhibit D: | Trench Safety Act Statement |

EXHIBIT A

CONSTRUCTION CONTRACT

EXHIBIT B

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Belmont II Community Development District

by _____
(print individual's name and title)

for The Kearney Companies, LLC
(print name of entity submitting sworn statement)

whose business address is 9625 Wes Kearney Way, Riverview, Florida 33578

2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the Contract is assigned to the Belmont II Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. The entity will immediately notify the Belmont II Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Effective as of the 15th day of December, 2020.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of December, 2020 by _____, as _____ of The Kearney Companies, LLC, a Florida limited liability company, on behalf of said entity. The above-named person is ____ personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT C

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Belmont II Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for The Kearney Companies, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 9625 Wes Kearney Way, Riverview, Florida 33578
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

___ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Effective as of the 15th day of December, 2020.

THE KEARNEY COMPANIES, LLC

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of December, 2020 by _____, as _____ of The Kearney Companies, LLC, a Florida limited liability company, on behalf of said entity. The above-named person is ___ personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**BELMONT II COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96, *Laws of Florida*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, *Laws of Florida*) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Effective as of the 15th day of December, 2020.

THE KEARNEY COMPANIES, LLC

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of December, 2020 by _____, as _____ of The Kearney Companies, LLC, a Florida limited liability company, on behalf of said entity. The above-named person is ____ personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

Tab 5

MINUTES OF MEETING

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

**BELMONT II
COMMUNITY DEVELOPMENT DISTRICT**

The Landowner meeting of the Board of Supervisors of the Belmont II Community Development District was held on Tuesday, November 3, 2020 at 2:00 p.m. at Lennar Homes, 4600 Cypress Street, Suite 200, Tampa FL 33607.

Present were:

Kelly Evans
Bryan Radcliff

**Proxy Holder, Lennar Homes, LLC
District Manager, Rizzetta & Company**

FIRST ORDER OF BUSINESS

Selection of Chairman and Secretary

Mr. Bryan Radcliff was selected to serve as Chairman and Secretary for the Landowner's meeting.

SECOND ORDER OF BUSINESS

**Determination of Number of Voting
Units**

Ms. Evans submitted a proxy from Lennar Homes, LLC, naming her as the proxy holder for the 458 votes authorized for Lennar Homes, LLC. It was signed by Marvin Methany, Jr., an authorized signatory of Lennar Homes, LLC and contained a listing of the folio numbers of property owned by them.

THIRD ORDER OF BUSINESS

**Nominations for Position of
Supervisors**

She nominated Clement Hill, Lori Campagna and Laura Coffey to fill the seats up for election at this time.

FOURTH ORDER OF BUSINESS

Casting /Tabulation of Ballots

Ms. Evans provided her ballot stating that Lennar Homes, LLC is casting 457 votes for Clement Hill and 458 votes for both Lori Campagna and Laura Coffey. Based on the votes cast, Seat 3 with a term of 11/20 to 11/22 will be filled by Clement Hill, Seat 4 by Lori Campana and seat 5 by Laura Coffey. Both seats 4 and 5 have terms running from 11/20 to 11/24.

47 **FIFTH ORDER OF BUSINESS**

**Landowner's Questions and
Comments**

48

49

50 There were no questions or comments put forward.

51

52 **SIXTH ORDER OF BUSINESS**

Adjournment

53

54 Mr. Radcliff stated that there was no further business to come before and
55 adjourned the meeting at 9:37 a.m.

Tab 6

MINUTES OF MEETING

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

**BELMONT II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Belmont II Community Development District was held on **Tuesday, November 17, 2020 at 9:30 a.m.** at Lennar Homes, 4600 Cypress Street, Suite 200, Tampa FL 33607.

Present and constituting a quorum were:

Kelly Evans	Board Supervisor; Chair
Laura Coffey	Board Supervisor; Vice-Chair
Lori Campagna	Board Supervisor; Asst. Secretary
Clement "Sarge" Hill	Board Supervisor; Asst. Secretary <i>(via telecommunications)</i>

Also present were:

Bryan Radcliff	District Manager; Rizzetta & Company, Inc.
Lindsay Whelan	District Counsel; Hopping Green & Sams <i>(via phone)</i>
Deb Sier	District Counsel; Hopping Green & Sams <i>(via phone)</i>
Scott Brizendine	Financial Manager; Rizzetta & Company, Inc.
Peter Dame	Bond Counsel, Akerman <i>(via phone)</i>

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Radcliff called the meeting to order and read roll call, confirming a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members in attendance

THIRD ORDER OF BUSINESS

**Administration of Oath of Office to
Newly Elected Supervisors**

Mr. Radcliff administered the oath of office to Mr. Hill, Ms. Campagna, and Ms. Coffey, who all swore and affirmed to the oath as read into the record.

Mr. Hill indicated that he would like to continue to receive compensation for meeting attendance.

49 **FOURTH ORDER OF BUSINESS** **Review of Sunshine law and Ethics**
50 **Requirements**
51

52 Mr. Radcliff noted that the newly elected supervisors have all served on the Board
53 before and as such are aware of the requirements. He asked if there were any questions.
54 There were none.

55
56 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2021-03,**
57 **Canvassing and Certifying the Election**
58 **Results**
59

60 Mr. Radcliff presented Resolution 2021-03, stating that it certifies the election
61 results of Clement Hill receiving 457 votes, Lori Campagna 458 votes, and Laura Coffey
62 458 votes. Based on the votes cast Mr. Hill will serve a 2-year term (seat 3), Ms.
63 Campagna (seat 4) and Ms. Coffey (seat 5) will both serve four-year terms.

64
65 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2021-04.**
66 **Re-designating Officers**
67

68 Kelly Evans was nominated to serve as Chair and Laura Coffey as Vice Chair.
69

On a Motion by Ms. Campagna, seconded by Ms. Coffey, with all in favor, the Board of Supervisors approved Resolution 2021-04, appointing Kelly Evans as Chair, Laura Coffey as Vice Chair, and Lori Campagna, Clement Hill, Grady Miars, Matt Huber, and Bryan Radcliff as Assistant Secretaries for the Belmont II Community Development District.

70
71 **SEVENTH ORDER OF BUSINESS** **Consideration of Bond Related Matters**
72 **1. Presentation of Final Supplemental**
73 **Assessment Allocation Report**
74

75 Mr. Brizendine presented his report, noting the revisions made to the preliminary
76 report and explaining that they relate to actual numbers associated with the sale of the
77 bonds rather than estimates.

On a Motion by Ms. Coffey, seconded by Ms. Evans, with all in favor, the Board of Supervisors accepted the Final Supplemental Assessment Report, as presented, for the Belmont II Community Development District.

79
80 **2. Consideration of Resolution 2021-05,**
81 **Supplemental Assessment Report**
82

83 Ms. Whelan presented Resolution 2021-05 to the Board and asked if there were any
84 questions. There were none.
85
86

On a Motion by Ms. Campagna, seconded by Ms. Coffey, with all in favor, the Board of Supervisors approved Resolution 2021-05, supplemental assessment resolution, for the Belmont II Community Development District.

3. Consideration of Financing Agreements

Ms. Whelan briefly reviewed the Acquisition, Completion, Collateral Assignment, and True-up Agreements. She recommended that they all be approved in substantial form.

On a Motion by Ms. Evans, seconded by Ms. Coffey, with all in favor, the Board of Supervisors approved the Acquisition, Completion, Collateral Assignment, and True-up Agreements, in substantial form, for the Belmont II Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Regular Meeting Held October 20, 2020

Mr. Radcliff presented the minutes to the Board.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' regular meeting held on October 20, 2020, as presented, for the Belmont II Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for September

Mr. Radcliff presented the Operations & Maintenance Expenditures for September 2020 totaling \$28,727.27

On a Motion by Ms. Evans, seconded by Ms. Coffey, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for September 2020 (\$27,727.27), for the Belmont II Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

The closing on the Series 2020 Bonds will occur on November 23rd.

B. District Engineer

Not present

C. District Manager

121 Mr. Radcliff advised the Board that the next meeting will be held on
122 December 15, 2020 at 9:30 a.m. to be held at Lennar Homes, 4600 Cypress
123 Street, Suite 200, Tampa FL 33607.

124
125 **ELEVENTH ORDER OF BUSINESS** **Supervisor Requests**

126
127 Mr. Hill commented on rentals within the District.

128
129 Ms. Evans noted that there should be no more interlocal invoices sent to the developer
130 for fiscal year 20/21 and asked the Mr. Radcliff follow-up with accounting on this matter.

131
132 **TWELFTH ORDER OF BUSINESS** **Adjournment**

133
On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors adjourned the meeting at 9:47 a.m. for the Belmont II Community Development District.

134
135
136
137
138

Assistant Secretary

Chair / Vice Chair

Tab 7

BELMONT II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,428.18**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Belmont II Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	001186	20327	Water Use Reporting 09/20	100.00
Clement Eugene Hill	001194	CH102020	Board of Supervisors Meeting 102020	200.00
Fieldstone Landscape Services	001193	6928	Landscape Maintenance 10/20	1,220.00
Fieldstone Landscape Services	001193	6929	#3091 Addendum Ponds 10/20	514.98
Fieldstone Landscape Services	001193	6930	Landscape Maintenance - Addendum 10/20	2,407.61
Grady Miars	001195	GM102020	Board of Supervisors Meeting 102020	200.00
Hopping Green & Sams	001190	117579	General/Monthly Legal Services 10/20	1,599.00
Hopping Green & Sams	001191	117704	General/Monthly Legal Services 09/20	614.00
Innersync Studio, Ltd	001187	18894	CDD Wesbite Hosting - Annual Service 10/01/20-09/30/21	1,537.50
Rizzetta & Company, Inc.	001188	INV0000053303	District Management Fees 10/20	4,418.33
Rizzetta & Company, Inc.	001188	INV0000053549	Assessment Roll FY 20-21	5,250.00
Rizzetta Technology Services	001196	INV0000006358	Website Maintenance 10/20	850.00
Sitex Aquatics	001197	4075B	Lake Maintenance 10/20	295.00
TECO	001192	211020147404 09/20	Belmont South PH 2D Lights 09/20	628.80

Belmont II Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	001192	211020147404 10/20	Belmont South PH 2D Lights 10/20 A	847.63
TECO	001192	TECO Summary 09/20	Electric Service 09/20	113.83
Times Publishing Company	001189	0000108995 09/16/20	190956 Legal Advertising 09/20	539.50
Times Publishing Company	001198	0000114999 10/14/20	Legal Advertising 10/20	<u>1,092.00</u>
Report Total				<u>22,428.18</u>