

SOLAERIS

**COMMUNITY DEVELOPMENT
DISTRICT**

August 17, 2023

**BOARD OF SUPERVISORS
PUBLIC HEARING AND
REGULAR MEETING
AGENDA**

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

August 10, 2023

Board of Supervisors
Solaeris Community Development District

Dear Board Members:

The Board of Supervisors of the Solaeris Community Development District will hold a Public Hearing and Regular Meeting on August 17, 2023 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2023-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
5. Consideration of Development Agreement
6. Update: Future Boundary Amendment
7. Acceptance of Unaudited Financial Statements as of June 30, 2023
8. Approval of May 18, 2023 Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Thomas Engineering Group, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 21, 2023 at 11:15 AM

ATTENDEES:

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

○ QUORUM CHECK

SEAT 1	SCOTT MORTON	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	MICHAEL CAPUTO	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	JUSTIN FRYE	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	JON SEIFEL	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	JOHN CSAPO	☐	IN PERSON	☐	PHONE	☐	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 Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

3A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

SOLAERIS COMMUNITY DEVELOPMENT
2300 GLADES RD # 410W

BOCA RATON, FL 33431-8556

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Lucie News Tribune, published in St. Lucie County, Florida: that the attached copy of advertisement, being a Public Notices was published on the publicly accessible website of St. Lucie County, Florida, or in a newspaper by print in the issues of, on:

07/28/2023, 08/04/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



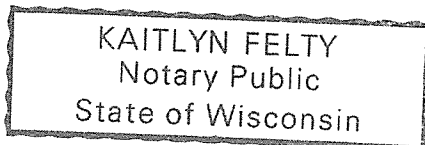
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on August 4, 2023:



Notary, State of WI, County of Brown

312/27

My commission expires



Publication Cost: \$300.96

Ad No: 0005779892

Customer No: 2420303

PO #: Notice of Fiscal Year 2024 Budget Hearing

of Affidavits 1

SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR
2023/2024 BUDGET(S); AND
NOTICE OF REGULAR BOARD
OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Solaeris Community Development District ("District") will hold a public hearing on August 17, 2023 at 11:15 a.m., at Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
Pub: July 28 & Aug 4, 2023
TCN5779892

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2023-33

THE ANNUAL APPROPRIATION RESOLUTION OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Solaeris Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

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

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Malabar Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST, 2023.

ATTEST:

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget(s)

Exhibit A: Fiscal Year 2023/2024 Budget(s)

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
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**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
REVENUES					
Landowner contribution	\$ 83,515	\$ 5,525	\$ 77,490	\$ 83,015	\$ 100,165
Total revenues	<u>83,515</u>	<u>5,525</u>	<u>77,490</u>	<u>83,015</u>	<u>100,165</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	40,000	8,000	32,000	40,000	48,000
Legal	25,000	1,682	23,318	25,000	25,000
Engineering	2,000	-	2,000	2,000	5,000
Audit	-	-	-	-	4,075
Arbitrage rebate calculation*	-	-	-	-	750
Dissemination agent*	500	-	-	-	1,000
Trustee*	-	-	-	-	5,500
Telephone	200	66	134	200	200
Postage	500	-	500	500	500
Printing & binding	500	167	333	500	500
Legal advertising	6,500	-	6,500	6,500	2,000
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	6,050
Contingencies/bank charges	750	-	750	750	500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>83,515</u>	<u>9,915</u>	<u>73,100</u>	<u>83,015</u>	<u>100,165</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(4,390)	4,390	-	-
Fund balance - beginning (unaudited)	-	-	(4,390)	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(4,390)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (4,390)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

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

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,075
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,050
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$100,165</u></u>

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between:

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

_____, a Delaware limited liability company, and with an address of 105 NE 1st Street, Delray Beach, Florida 33444, and the developer of lands within the boundary of the District ("**Developer**").

RECITALS

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

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

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

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year concludes on September 30, 2024; and

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

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

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

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

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other; provided however that the Developer may assign in part or in whole its rights and obligations to other landowners within the District with such landowner(s) prior written consent, and upon 10 days written notice to the District. Any purported assignment without such consent shall be void.

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

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

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

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

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD

THIS CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

Solaeris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

Oak Ridge Ranches, LLC, a Florida limited liability company, **Oak Ridge RESI Investments, LLC**, a Florida limited liability company, and **Oak Ridge Commercial, LLC**, a Florida limited liability company, in each case with an address of 7735 S. Old Floral City Road, Floral City, Florida 34436 (together, “**Landowner**”);

RECITALS

WHEREAS, the District was established by Ordinance No. 22-030 adopted by the Board of County Commissioners for St. Lucie County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner presently owns all of the lands (“**Property**”) within the District as described in **Exhibit A**, which lands are intended to be developed into a mixed-use development (“**Development**”); and

WHEREAS, as part of the establishment petition for the District, the Landowner represented to the County that:

“The District is intended to provide ‘master’ improvements – specifically a 2.71 mile master spine road complete with stormwater, utility and hardscape/landscape improvements with an estimated cost of over \$26 million – for several smaller, ‘neighborhood’ community development districts;” and

WHEREAS, as described in the *Engineer’s Report*, dated March 13, 2023, the District’s “**Master Project**” includes, among other improvements, the 2.71 mile master spine road and other offsite roadway improvements; and

WHEREAS, to finance the Master Project, the District anticipates issuing one or more special assessment bonds (together, “**Bonds**”), which Bonds will be secured by the levy and imposition of debt service special assessments (“**Debt Assessments**”) on lands within the District; and

WHEREAS, the Landowner has requested assurances that the District will only issue Bonds and levy operations and maintenance assessments for the purposes of financing the construction, installation, acquisition, operation, maintenance repair and replacement of the Master Project, and will not otherwise issue bonds and/or impose assessments, taxes, fees or other charges for any other purpose; and

WHEREAS, in consideration for the Landowner establishing the District (and agreeing not to dissolve the District and otherwise allowing the District to undertake the Master Project), among other consideration, the District is willing to provide such assurances based on the terms set forth herein; and

WHEREAS, the District finds that providing such assurances will assist with the development of the lands within the District because, as individual parcels are developed, individual landowners will have the benefit of the Master Project improvements but will have the option to establish neighborhood community development districts if they so choose and in order to provide neighborhood specific improvements;

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. DEVELOPMENT AGREEMENT.

- A.** The District agrees to only implement its Master Project, as set forth in the Engineer’s Report in substantial form. As such, the District agrees to only issue Bonds, and levy Debt Assessments, and levy operations and maintenance assessments, for the purposes of financing and/or re-financing the construction, installation, acquisition, operation, maintenance repair and replacement of the Master Project and also funding the District’s annual administrative fees and expenses. The District shall not otherwise issue bonds and/or impose assessments, taxes, fees or other charges for any other purpose.
- B.** Subject to Section 2.A. above, the Landowner agrees to take any action reasonably necessary to cooperate with the District’s actions in: (i) conducting any routine meetings required by law for the District’s operations (e.g., organizational meeting, budget meetings, etc.), and (ii) authorizing and prosecuting validation proceedings pursuant to Chapter 75, *Florida Statutes*, to validate the District’s proposed Bonds (including, e.g., validating the entire Master Project), and (iii) levying Debt Assessments and operations and maintenance assessments for the purposes authorized herein.

3. DEFAULT. A default by a party under this Agreement shall entitle the other to all

remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

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

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

6. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto. That

said, this Agreement may be amended by the District without further action of the parties in order to incorporate certain additional lands into the District identified as _____.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 17th day of August, 2023.

WITNESS

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, **Chairperson**, of **SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 17th day of August, 2023.

WITNESS

Oak Ridge Ranches, LLC

By: _____

Name: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Oak Ridge Ranches, LLC, a _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 17th day of August, 2023.

WITNESS

Oak Ridge RESI Investments, LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of **Oak Ridge RESI Investments, LLC**, a _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 17th day of August, 2023.

WITNESS

Oak Ridge Commercial, LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of **Oak Ridge Commercial, LLC**, a _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

BRANDON ULMER, PE
THOMAS ENGINEERING GROUP LLC
840 SE Osceola Street
Stuart, FL 34994

March 13, 2023

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“CIP”) and estimated costs of the CIP, for the Solaeris Community Development District (“District”).

2. GENERAL SITE DESCRIPTION

The District is located entirely within St. Lucie County, Florida, and covers approximately 2,174.32 acres of land, more or less. The site is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. The District is presently in the process of amending its boundaries to include approximately 1055 acres of land, for a total of approximately 3229 acres of land within the District. This report assumes that the boundary amendment will be completed.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The District was created to provide “master” improvements necessary to complete the Solaeris Community – specifically a 2.71-mile master spine road complete with stormwater, utility and hardscape/landscape improvements, as well as roadway and utility improvements to certain offsite roads. It is anticipated that the District will later amend its boundaries to add additional lands within the scope of the “master” project, or, alternatively, enter into an interlocal agreement with a second “master” community development district, in either case for the purpose of sharing and/or expanding the scope of this master CIP. Each component of the “master” will benefit all of the proposed Solaeris Community. A diagram showing the overall project is shown in **Exhibit A**.

These “master” improvements that comprise the CIP will benefit several smaller, “neighborhood” community development districts, which are anticipated to be established within the boundaries of the District (as may be amended). The District, together with the neighborhood districts, will help deliver substantial public infrastructure for the overall development in an efficient manner.

The following chart shows the planned product types for the District:

Product Type	Planned Units (Existing Boundary)	Planned Units (Boundary Amendment)	TOTAL Units
Residential Lots (including SF, TH, and MF)	4,745 (includes 500 TH and 600 MF)	2,257 (includes 190 TH)	7,002
Commercial Acreage	TBD	TBD	TBD

The public infrastructure for the project is as follows:

Internal Spine Road

The CIP includes a 2.71-mile spine road, including the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage. Additionally, the District will construct and/or acquire stormwater, utilities, hardscape, landscape, irrigation and other improvements associated with the spine road. The spine road will be built in accordance with County standards and will be owned and maintained by the District. Utilities within the right-of-way will be turned over to the County for ownership and operation.

Stormwater Management System:

The CIP also includes certain “neighborhood” stormwater improvements. The stormwater collection and outfall system will be comprised of a combination of open lakes, pipes and structures designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the applicable Water Management District and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

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

Off-Site Improvements

Offsite improvements include roadway and utilities improvements in connection with Rangeline Road, Crosstown Parkway and Glades Cut Off Road.

Impact Fees

The District also anticipates financing utility connection fees and impact fees necessary for the development of lands within the District. Any resulting credits, if any, from the payment of connection fees and/or impact fees, and/or funding any of the offsite roadway improvements, will be the subject of a separate agreement between the applicable developer and the District.

Professional Services

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

4. PERMITTING/CONSTRUCTION COMMENCEMENT

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

Project	St Lucie County	FDEP NOI	SFWMD	Water & Sewer
Master PUD Conceptual	N/A	N/A	App#221031-36441 Pending	In Planning
Internal Spine Road	In Planning	Contractor to Obtain	In Planning	In Planning
Rangeline Road Improvements	In Planning	Contractor to Obtain	In Planning	In Planning
Glades Cutoff Road Improvements	In Planning	Contractor to Obtain	In Planning	In Planning

5. OPINION OF PROBABLE CONSTRUCTION COSTS / O&M RESPONSIBILITIES

The table set forth in **Exhibit B** shows the Cost Estimate for the CIP. It is our professional opinion that the costs set forth in **Exhibit A** are reasonable and consistent with market pricing. Water and Sewer Impact Fees are included in **Exhibit A**.

6. CONCLUSIONS

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

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

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. That said, the CIP is at an early stage, and the District Engineer reserves the rights to make specific benefit determinations to lands within the District, as well as lands that are later added into the District's boundaries (or that may be subject to the jurisdiction of a second "master" community development district).

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

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

Brandon Ulmer, P.E.
FL License No. 68345

Exhibit B – Cost Estimate
(includes master improvements for existing boundary and boundary amendment parcel)

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT PROPOSED FACILITIES & ESTIMATED COSTS				
Internal Spine Road (cost per mile)			Financing	Ownership & Maintenance
Traffic Maintenance, Clearing, Mobilization, Stormwater Pollution Prevention	\$1,751,900	per mile	CDD	CDD
Cut/Fill	\$1,200,000	per mile	CDD	CDD
Stormwater Management System	\$1,990,000	per mile	CDD	CDD
Pavement	\$1,661,535	per mile	CDD	CDD/COUNTY
Water & Wastewater System	\$990,000	per mile	CDD	COUNTY
Undergrounding of Conduit	\$100,000	per mile	CDD	CDD
Hardscaping, Landscape, Irrigation	\$1,000,000	per mile	CDD	CDD
Professional Services	\$150,000	per mile	CDD	CDD
10% Contingency	\$884,344	per mile	CDD	As above
TOTAL/Mile	\$9,727,779	per mile		
TOTAL INTERNAL SPINE ROAD (2.71 MILES)	\$26,362,280	2.71 MILES		
Stormwater site improvements			Financing	Ownership & Maintenance
Stormwater Management System	\$500,000		CDD	CDD
TOTAL STORMWATER SITE IMPROVEMENTS	\$500,000			
Offsite Roadway Improvements			Financing	Ownership & Maintenance
Roadway Improvements	\$58,350,042		CDD	CITY/COUNTY
Stormwater Management System	\$1,400,000		CDD	CITY/COUNTY
Traffic Signal	\$2,800,000		CDD	CITY/COUNTY
Hardscaping, Landscape, Irrigation	\$150,438		CDD	CITY/COUNTY
Professional Services	\$9,267,889		CDD	CITY/COUNTY
10% Contingency	\$7,196,837			
TOTAL OFFSITE IMPROVEMENTS	\$79,165,206			
TOTAL COSTS OF IMPROVEMENTS = \$106,027,487				
Impact Fees / Utility Connection Fees			Financing	Ownership & Maintenance
Impact Fees / Utility Connection Fees	3,865,629.00		CDD	N/A

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

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 6,000	\$ 6,000
Due from Landowner	3,354	3,354
Total assets	<u>\$ 9,354</u>	<u>\$ 9,354</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 3,354	\$ 3,354
Landowner advance	6,000	6,000
Total liabilities	<u>9,354</u>	<u>9,354</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	3,354	3,354
Total deferred inflows of resources	<u>3,354</u>	<u>3,354</u>
Fund balances:		
Unassigned	(3,354)	(3,354)
Total fund balances	<u>(3,354)</u>	<u>(3,354)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 9,354</u>	<u>\$ 9,354</u>

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,058	\$ 14,694	\$ 83,515	18%
Total revenues	<u>2,058</u>	<u>14,694</u>	<u>83,515</u>	18%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	14,000	40,000	35%
Legal	915	2,597	25,000	10%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	500	0%
Telephone	16	117	200	59%
Postage	-	-	500	0%
Printing & binding	42	291	500	58%
Legal advertising	-	662	6,500	10%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	381	381	750	51%
Website				
Hosting & maintenance	-	-	1,680	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>3,354</u>	<u>18,048</u>	<u>83,515</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(1,296)	(3,354)	-	
Fund balances - beginning	(2,058)	-	-	
Fund balances - ending	<u>\$ (3,354)</u>	<u>\$ (3,354)</u>	<u>\$ -</u>	

*These items will be realized after the issuance of bonds.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Solaeris Community Development District held a Regular Meeting on May 18, 2023 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present at the meeting were:

Michael Caputo	Chair
Jon Seifel	Vice Chair
John Csapo	Assistant Secretary
Scott Morton	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:15 a.m. The Oath of Office was administered to Mr. Scott Morton before the meeting.

Supervisors Csapo, Seifel and Morton were present. Supervisor Caputo was not present at roll call. Supervisor Frye was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Scott Morton [Seat 1] (the following will be provided in a separate package)

This item was addressed during the First Order of Business.

A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

B. Membership, Obligations and Responsibilities**C. 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****D. Form 8B: Memorandum of Voting Conflict****FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2023-31, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-31. She reviewed the proposed Fiscal Year 2024 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2023 budget, and explained the reasons for any changes. Field Operations are not anticipated for Fiscal Year 2024 but it can be amended if something changes. This is a Landowner-funded budget with expenses being paid as they are incurred.

On MOTION by Mr. Csapo and seconded by Mr. Seifel, with all in favor, Resolution 2023-31, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 17, 2023 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-32, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-32.

On MOTION by Mr. Seifel and seconded by Mr. Morton, with all in favor, Resolution 2023-32, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Update: Future Boundary Amendment

There was nothing to report. This item will remain on the next agenda.

Mr. Caputo arrived at the meeting at 11:14 a.m.

SEVENTH ORDER OF BUSINESS

Update: Drainage Easement Work with Gunster

Mr. Seifel stated that he and Mr. Earlywine met with Attorney John Little, of the Gunster Law Firm. A response as to whether the title company is okay with the condemnation is pending. Mr. Little had wanted assurance that the CDD is condemning it for a public purpose. The process is underway.

This item will remain on the agenda.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2023

On MOTION by Mr. Morton and seconded by Mr. Csapo, with all in favor, the Unaudited Financial Statements as of March 31, 2023, were accepted.

NINTH ORDER OF BUSINESS

Approval of March 16, 2023 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Morton and seconded by Mr. Csapo, with all in favor, the March 16, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Earlywine asked about the bond timeline. A Board Member anticipated issuing bonds at the beginning of next year.

Discussion ensued regarding the Utility Agreement/Amendment.

On MOTION by Mr. Csapo and seconded by Mr. Morton, with all in favor, authorizing the Chair or Vice Chair to execute the Utility Agreement/Amendment outside of a meeting, once finalized, was approved.

B. District Engineer (Interim): Thomas Engineering Group, LLC

There was no report.

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

- **0 Registered Voters in District as of April 15, 2023**
- **NEXT MEETING DATE: June 15, 2023 at 11:15 A.M.**
 - **QUORUM CHECK**

The next meetings will be June 15, 2023 and July 20, 2023, unless cancelled. The next meeting will most likely be August 17, 2023.

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Morton and seconded by Mr. Seifel, with all in favor, the meeting adjourned at 11:26 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Verano Social Clubhouse</i>		
<i>10291 SW Visconti Way, Port St. Lucie, Florida 34986</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February 3, 2023	Landowners' Meeting	11:00 AM
March 16, 2023	Regular Meeting	11:15 AM
April 20, 2023 CANCELED	Regular Meeting	11:15 AM
May 18, 2023	Regular Meeting	11:15 AM
June 15, 2023 CANCELED	Regular Meeting	11:15 AM
July 20, 2023 CANCELED	Regular Meeting	11:15 AM
August 17, 2023	Public Hearing and Regular Meeting	11:15 AM
September 21, 2023	Regular Meeting	11:15 AM