

FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FL 33625

**FOREST BROOKE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' CONTINUED MEETING
MARCH 9, 2017**

**FOREST BROOKE
COMMUNITY DEVELOPMENT DISTRICT
AGENDA
MARCH 9, 2017 at 9:00 a.m.**

Office of Lennar Homes
4600 West Cypress Street, Suite 200
Tampa, Florida 33607

District Board of Supervisors	Brady Lefere Ben Gainer Laura Coffey Becky Wilson Chris Smith	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Joseph Roethke	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley & Robin
District Engineer	Toxey Hall	Clearview Land Design

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

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **9:00 a.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

March 1, 2017

Board of Supervisors
Forest Brooke Community
Development District

REVISED AGENDA

Dear Board Members:

The Continued Meeting of the Board of Supervisors of the Forest Brooke Community Development District will be held on **Thursday, March 9, 2017 at 9:00 a.m.** at the office of Lennar Homes located at 4600 West Cypress Street, Suite 200, Tampa, Florida 33607. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2017-07,
Final Supplemental Assessment Resolution for Bond
Series 2017Tab 1**
 - B. Consideration of Wells Fargo AgreementTab 2**
 - C. Consideration of Proposal for Pond Planting for Site #4.....Tab 3**
- 4. SUPERVISOR REQUESTS**
- 5. 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.

Very truly yours,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

RESOLUTION 2017-07

A RESOLUTION OF THE FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH WILL SECURE ITS SPECIAL ASSESSMENT BONDS, SERIES 2017; APPROVING AND RATIFYING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE DISTRICT'S SERIES 2017 BONDS AND RATIFYING THE SALE OF THE SERIES 2017 BONDS; AMENDING THE PREPAYMENT PROVISIONS IN RESOLUTION 2014-16; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Forest Brooke Community Development District (the "**District**") previously indicated its intention to construct and/or acquire assessable improvements ("**Project**") described in the Report of the District Engineer, dated March 2014, as updated February 2017 (the "**Engineer's Report**"); and

WHEREAS, the Board of Supervisors of the District (the "**Board**") previously indicated its intention to finance the Project through the issuance of one or more series of bonds, which bonds would be repaid by the imposition of special assessments on the benefited property within the District; and

WHEREAS, the District is issuing its \$6,000,000 Special Assessment Bonds, Series 2017 ("**Series 2017 Bonds**") to fund the construction and acquisition of a portion of the Project; and

WHEREAS, the District previously adopted Resolution 2014-16, equalizing, approving, confirming and levying special assessments ("**Special Assessments**") on property within the District ("**Assessment Resolution**"), which Assessment Resolution is still in full force and effect; and

WHEREAS, now that the final terms of the Series 2017 Bonds have been established the District desires to amend the Assessment Resolution as provided herein; and

WHEREAS, the District further desires to amend the Assessment Resolution in regards to the prepayment of a portion of the Special Assessments that relate solely to the Series 2017 Bonds ("**Series 2017 Special Assessments**");

WHEREAS, the District desires to approve, ratify, and confirm the execution of all documents, instruments and certificates in connection with the Series 2017 Bonds, which are on file with the District Manager, (the "**Bond Documents**") and to ratify and confirm the sale of the Series 2017 Bonds; and

WHEREAS, the District is issuing the Series 2017 Bonds in accordance with the terms outlined in the Final Second Supplemental Special Assessment Allocation Report dated March 1, 2017 (the “**Supplemental Report**”) and attached as **Exhibit “A”**.

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

Section 1. Authority for this resolution. This Resolution is adopted pursuant to Chapters 170 and 190, Florida Statutes.

Section 2. Findings. The Board hereby finds and determines as follows:

- (a) The Engineer’s Report is hereby approved and ratified.
- (b) The Project serves a proper, essential, and valid public purpose.
- (c) The Project will specially benefit the developable acreage located within the District as set forth in the Engineer’s Report and the Supplemental Report. It is reasonable, proper, just and right to assess the portion of the costs of the Project financed with the Series 2017 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution and this Resolution.
- (d) The Series 2017 Bonds will finance the construction and acquisition of a portion of the Project.
- (e) The Supplemental Report is hereby approved and ratified.
- (f) The execution of the Bond Documents by the officials of the District and the sale of the Series 2017 Bonds are hereby approved and ratified.

Section 3. Assessment Lien for the Series 2017 Bonds. The Series 2017 Special Assessments shall be allocated in accordance with the Supplemental Report.

Section 4. Prepayment of the Series 2017 Special Assessments. An owner of property subject to the Series 2017 Special Assessments may pay the principal balance of such Series 2017 Special Assessments, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the next succeeding interest payment date occurring every March 15, June 15, September 15, and December 15 (collectively, “**Interest Payment Date**”), which is at least 45 days after the date of payment. If such prepayment shall occur within 45 days of the next Interest Payment Date, accrued interest shall be calculated to the next succeeding Interest Payment Date. The rights provided in this paragraph are available at any time and do not require the completion or acceptance of the Project. The rights provided in this paragraph apply solely to the Series 2017 Special Assessments and do not apply to the other portions of the Special Assessments.

Section 5. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a

section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

Section 6. Conflicts. This Resolution is intended to supplement the Assessment Resolution, which remains in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Section 7. Effective date. This Resolution shall become effective upon its adoption.

Approved and adopted this 9th day of March, 2017.

Attest:

**Forest Brooke Community
Development District**

Joseph Roethke
Secretary

Chair/Vice Chair, Board of Supervisors

Tab 2

Corporate Trust Services

Schedule of fees to provide trustee, registrar, and paying agent services
Forest Brooke Community Development District
Special Assessment Bonds, Series 2017
Approximate size of issue: \$20 million

**WELLS
FARGO**

Acceptance fee	\$5,000
A one-time fee for our initial review of governing documents, account set-up and customary duties and responsibilities related to the closing. This fee is payable at closing.	
Legal counsel fees and expenses	At cost
Wells Fargo will use outside legal counsel to review the financing documents, and will pass through legal fees and expenses at cost. Wells Fargo currently intends to use Holland & Knight as outside counsel. Should an eligibility opinion be required of in-house counsel, however, there will be a charge of \$1,500.	
Annual administration fee (per series)	\$5,000
An annual fee for the trustee, registrar and paying agent duties described in the governing documents; electronic copy trust account statements and requisition processing of two requests per calendar month. Each requisition in excess of two per calendar month will incur a \$100 fee. The administration fee is payable annually in advance.	
Investment fees	
Fees for the set-up, review and maintenance of 1) a Guaranteed Investment Contract shall be \$2,000 annually; 2) a Master Repurchase Agreement shall be \$2,500 annually; and 3) a Forward Purchase/Delivery Contract shall be \$2,500 annually. In addition, should any investment agreement be substituted, collateralized, or amended, additional charges will apply. There are no transaction fees for up to 24 standard investment transactions per year; each investment transaction in excess of 24 per year will incur a \$50 charge. Fees for non-standard agreements, physical securities or other transactions requiring manual processing, or for the investment of funds held outside the bank will be negotiated separately.	
Out-of-pocket expenses	At cost
Out-of-pocket expenses will be billed at cost at the sole discretion of Wells Fargo.	
Extraordinary services	Standard rate
The charges for performing services not contemplated at the time of execution of the governing documents or not specifically covered elsewhere in this schedule will be at Wells Fargo's rates for such services in effect at the time expense is incurred. These services may include, but are not limited to, arbitrage rebate compliance, requisition processing in excess of two per month, tender agent services, changes to credit facilities, amendments to documents, interim bond calls, rate mode changes, physical bond transfers, rating agency questionnaires, default administration, extraordinary administrative time, and the publication of redemption or other notices. The review of complex tax forms, including by way of example but not by way of limitation IRS Form W-8IMY, shall be considered extraordinary services. In addition, if all outstanding bonds are defeased or called in full prior to their stated maturity, or Wells Fargo's engagement is otherwise terminated prior to the stated maturity date, a termination fee may be assessed. If Wells Fargo determines, in its sole discretion, that outside counsel is necessary or advisable in connection with an event of default, forward delivery agreement, investment agreement, mode change, change in credit facility, supplement, amendment or waiver, or similar event, counsel fees and expenses will be billed as incurred.	

Together we'll go far



Corporate Trust Services
Schedule of fees to provide trustee, registrar, and paying agent services
Forest Brooke Community Development District
Special Assessment Bonds, Series 2017
Approximate size of issue: \$20 million

Assumptions

This proposal is based upon the following assumptions with respect to the role(s) of Trustee, Registrar, and Paying Agent.

- Number of funds/accounts: Not more than 10
- Interest rate: Fixed
- Frequency of interest payments to holders: Semi annual
- Frequency of principal payments to holders: Not more than annually
- Investment transactions: Not more than 24 annually
- Disbursements of project fund, construction fund, tax and insurance fund and similar moneys shall be made only to the issuer or obligor. Any payments to other parties are at the sole discretion and subject to the requirements of Wells Fargo and shall be considered extraordinary services.
- Fees quoted assume all transaction account balances will be held uninvested, invested in select Wells Fargo deposit products, or invested in money market mutual funds currently available on Wells Fargo's sweep platform.

Terms and conditions

- The recipient acknowledges and agrees that this proposal does not commit or bind Wells Fargo to enter into a contract or any other business arrangement, and that acceptance of the appointment described in this proposal is expressly conditioned on (1) compliance with the requirements of the USA Patriot Act of 2001, described below, (2) satisfactory completion of Wells Fargo's internal account acceptance procedures, (3) Wells Fargo's review of all applicable governing documents and its confirmation that all terms and conditions pertaining to its role are satisfactory to it and (4) execution of the governing documents by all applicable parties.
- Should this transaction fail to close or if Wells Fargo determines not to participate in the transaction, any acceptance fee and any legal fees and expenses may be due and payable.
- Legal counsel fees and expenses, any acceptance fee and any first year annual administrative fee are payable at closing.
- Any annual fee covers a full year or any part thereof and will not be prorated or refunded in a year of early termination.
- Should any of the assumptions, duties or responsibilities of Wells Fargo change, Wells Fargo reserves the right to affirm, modify or rescind this proposal.
- The fees described in this proposal are subject to periodic review and adjustment by Wells Fargo.
- Invoices outstanding for over 30 days are subject to a 1.5% per month late payment penalty.
- This fee proposal is good for 90 days.
- Wells Fargo is acting as an indenture trustee or in a similar capacity, and as such, Wells Fargo shall not provide advice with respect to the investment of the proceeds from municipal securities or municipal escrow transactions. Furthermore, in its capacity as indenture trustee, in the event Wells Fargo does provide any service that may be deemed as advice, it is doing so pursuant to and in reliance on the bank exemption under the municipal advisor rules of the Securities and Exchange Commission.

Corporate Trust Services
Schedule of fees to provide trustee, registrar, and paying agent services
Forest Brooke Community Development District
Special Assessment Bonds, Series 2017
Approximate size of issue: \$20 million

Important information about identifying our customers

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate or other entity recognized as a legal person) for whom we open an account.

What this means for you: Before we open an account, we will ask for your name, address, date of birth (for individuals), TIN/EIN or other information that will allow us to identify you or your company. For individuals, this could mean identifying documents such as a driver's license. For a corporation, partnership, trust, estate or other entity recognized as a legal person, this could mean identifying documents such as a Certificate of Formation from the issuing state agency.

Acknowledged by:

**Forest Brooke Community Development
District**

Signature

Printed name

Title

Date

Tab 3



February 16, 2017

Mr. Joe Roethke, District Manager
Forest Brooke CDD
c/o Rizzetta & Company
12750 Citrus Park Lane, Suite #115
Tampa, Florida 33625

Dear Joe:

Our detailed survey of lake at **Forest Brooke CDD** indicates the need for beneficial wetland plant introduction.

Native aquatic plants are vital components of lake, pond and canal ecosystems. They form an important link between the base of the foodweb and the higher forms of plant and animal life. These plants provide protection, spawning and feeding habitats for aquatic animals, waterfowl and fish. Water quality is directly improved by the balance of ecological factors, including the presence of native wetland plants.

We recommend introduction of clusters of the emergent aquatic plant species as per the attached quotation(s).

These selected areas along the littoral region are indicated on the attached map.

Environmental benefits of a planting will be:

- Creation of wildlife sanctuary and waterfowl nesting areas.
- Sediment filtration.
- Absorption of excessive nutrients (from fertilization and road runoff).
- Erosion deterrent.
- Increased food chain supply.
- Improved fish habitat.
- Enhanced aesthetics (shoreline is presently barren).

A total one-time investment includes all wetland plant material, labor, insurance and travel time necessary for completion of your planting.

We look forward to working with you on implementing this integrated program at **Forest Brooke CDD**.

Sincerely,

Amanda R. Miller
Sales Manager/Biologist
ARM/lms

cc: Doug Agnew, Senior Consultant

Enclosures

Aquatic Systems, Inc.

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302 Fax: 954-977-7877

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Joe Roethke, District Manager
Forest Brooke CDD
c/o Rizzetta & Company
12750 Citrus Park Lane, Suite #115
Tampa, Florida 33625
(813) 994-1001

Planting Agreement

Area(s): Site #4

Prices Quoted are F.O.B.: Delivered & Planted

Date of proposal: February 16, 2017 ARM-AO-90

We are pleased to quote special pricing as follows:

Quantity	Description	Plant Size
3,000	Duck Potato (<i>Sagittaria lancifolia</i>)	Bareroot
2,000	Gulf Spikerush (<i>Eleocharis cellulosa</i>)	Bareroot
3,000	Pickereelweed (<i>Pontederia cordata</i>)	Bareroot

Total Balance Due Upon Planting \$9,680.00

Plant Survival Guarantee

All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than **Aquatic Systems, Inc.** accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by **ASI** at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from excessively high or low levels is not covered by this Warranty.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to CUSTOMER.
2. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold **ASI** harmless for the consequences of such services not arising out of **ASI** sole negligence.
3. It is the CUSTOMER'S responsibility to inform **ASI** of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide **ASI** with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. **ASI** assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to **ASI**.
4. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or

failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should **Aquatic System's, Inc.** be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, **Aquatic Systems, Inc.** shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying **Aquatic Systems, Inc.** in writing.

5. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. **Aquatic Systems, Inc.**, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
7. **Aquatic Systems, Inc.**, agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, **Aquatic Systems, Inc.**, shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
8. *Carp Containment Barrier(s)*: **ASI** is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.
9. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Aquatic Systems, Inc.** and the CUSTOMER.
10. In consideration of **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its monthly invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by **SELLER** shall bear interest at the rate of 1.5% per month until paid in full.
11. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal. This Agreement and its Terms and Conditions are entered into in Broward County Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.			
The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Aquatic Systems, Inc. invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.			
Property Owner(s):			
Owner Address:			
Owner Phone #:			
Aquatic Systems, Inc. Signature		Authorized Customer's Signature	
Date		Print Name	Title
		Date	
		Print Company Name	

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Forest Brooke CDD
Wimauma, FL

1-800-432-4302

