

# Olde Florida Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817

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The following is the proposed agenda for the meeting of the Board of Supervisors for the Olde Florida Community Development District, scheduled to be held **November 15, 2023, at 11:00 a.m. at 311 E Cowboy Way, LaBelle, Florida 33935**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins at [mullinsl@pfm.com](mailto:mullinsl@pfm.com) or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

**Phone:** 1-844-621-3956

**Participant Code:** 253 9187 8943

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the August 17, 2023, Board of Supervisors' Meeting

### **Business Matters**

2. Consideration of Dissolution Funding Agreement with Landowner
3. Consideration of **Resolution 2024-01, Authorizing the Dissolution Process**
4. Consideration of Termination of Website Services with VGlobalTech
5. Consideration of Letter to DEO Requesting Inactive Status – Hendry County
6. Consideration of Funding Requests Nos. 6 – 10 and 1B – 3B
7. Review of District's Financials

### **Other Business**

#### **Staff Reports**

- District Counsel
- District Engineer
- District Manager

Supervisor Requests and Audience Comments

**Adjournment**



**Olde Florida  
Community Development District**

**Consideration of the Minutes of  
the August 17, 2023,  
Board of Supervisors' Meeting**

## **MINUTES OF MEETING**

### **OLDE FLORIDA COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING**

**Thursday, August 21<sup>st</sup>, 2023, 10:30 a.m.**

**LaBelle Airport**

**311 E. Cowboy Way**

**LaBelle, Florida 33935**

Board Members present:

Hank Fishkind  
Jon Rubinton  
Josh Rubinton  
Tony DiNardo

Chairperson  
Vice Chairperson  
Assistant Secretary  
Assistant Secretary (via phone)

Also present were:

Johnathan Johnson  
Lynne Mullins  
Jennifer Walden  
Rick Montejano  
Josh Evans

Kutak Rock (via phone)  
PFM Group Consulting  
PFM Group Consulting (via phone)  
PFM Group Consulting (via phone)  
J.R. Evans Engineering (via phone)

### **FIRST ORDER OF BUSINESS**

#### **Call to Order and Roll Call**

Dr. Fishkind called the Board of Supervisors' meeting of the Olde Florida CDD to order at 10:34 a.m. and the roll was called.

### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

Dr. Fishkind called for any public comments on any agenda items. There were no public comments.

### **THIRD ORDER OF BUSINESS**

#### **Consideration of the Minutes of the July 27, 2023, Board of Supervisors' Meeting**

The Board reviewed the Minutes of the June 7, 2023, Auditor Selection Committee Meeting & Board of Supervisors' Meeting

On MOTION by Mr. DiNardo, seconded by Mr. Wagner, with all in favor, the Board of Supervisors for the Olde Florida CDD approved the Minutes of the June 7, 2023, Auditor Selection Committee Meeting & Board of Supervisors' Meeting.

### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2023-43, Adopting an Annual Meeting Schedule for FY 2024**

Ms. Mullins recommended that the time for the meetings be adjusted from 1:30 PM to 11:30 AM.

On MOTION by Mr. DiNardo, seconded by Mr. Rubinton, with all in favor, the Board of Supervisors for the Olde Florida CDD approved Resolution 2023-43, Adopting an Annual Meeting Schedule for FY 2024 and adjusting the time to 11:30 AM.

## **FIFTH ORDER OF BUSINESS**

### **Public Hearing on the Adoption of the District's Fiscal Year 2023-2024 Budget**

- a. **Public Comments and Testimony**
- b. **Board Comments**
- c. **Consideration of Resolution 2023-44, Adopting Fiscal Year 2023-2024 Budget and Appropriating Funds**

Dr. Fishkind asked for a motion to open the public hearing.

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD opened the public hearing.

Ms. Mullins stated that the public hearing was noticed pursuant to Florida statute. She stated the budget is the same as what was approved during the June 7, 2023 meeting.

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD closed the public hearing.

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD approved Resolution 2023-44, Adopting Final Budget for FY 2023-2024.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of FY 2023-2024 Budget Funding Agreement**

Dr. Fishkind stated that the budget has been passed, but the District does not yet have assessments, and so a funding agreement is needed between the developer landowner and the District to pay the District's expenses.

On MOTION by Mr. Rubinton, seconded by Mr. Rubinton, with all in favor, the Board of Supervisors for the Olde Florida CDD approved the FY 2023-2024 Budget Funding Agreement.

## **SEVENTH ORDER OF BUSINESS**

### **Public Hearing on the Adoption of District Rules of Procedure**

- a. **Presentation of the Rules of Procedure**
- b. **Public Comments and Testimony**
- c. **Board Comments**
- d. **Consideration of Resolution 2023-44, Adopting Rules of Procedure**

Dr. Fishkind asked for a motion to open the public hearing.

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD opened the public hearing.

Ms. Mullins stated that the public hearing was noticed pursuant to Florida statute. She stated these are the same rules that were presented at the Organizational Meeting.

Dr. Fishkind stated that the rules were drafted by District Counsel.

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD closed the public hearing.

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD approved Resolution 2023-44, Adopting Final Budget for FY 2023-2024.

#### **EIGHTH ORDER OF BUSINESS**

#### **Ratification of Funding Requests Nos. 4-5**

On motion by Mr. Rubinton, seconded by Mr. Rubinton, the Board of Supervisors for the Olde Florida CDD ratified Funding Requests Nos. 4-5.

#### **NINTH ORDER OF BUSINESS**

#### **Review of District's Financials**

The Board reviewed the financial statements.

#### **TENTH ORDER OF BUSINESS**

#### **Staff Reports**

**Attorney:** No report.

**District Manager:** No report.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Audience Comments & Supervisor Requests**

There were no Supervisors requests and there were no audience members present.

#### **TWELFTH ORDER OF BUSINESS**

#### **Adjournment**

There was no further business to discuss. Dr. Fishkind requested a motion to adjourn.

On MOTION by Mr. Rubinton, seconded by Mr. Rubinton, with all in favor, the Board of Supervisors for the Olde Florida CDD adjourned the meeting.

**Secretary / Assistant Secretary**

**Chairperson / Vice Chairperson**

**Olde Florida  
Community Development District**

**Consideration of  
Dissolution Funding Agreement  
with Landowner**

**DISTRICT DISSOLUTION FUNDING AGREEMENT BETWEEN THE**  
**OLDE FLORIDA COMMUNITY DEVELOPMENT DISTRICT**  
**AND SWJR LAND DEVELOPMENT, LLC**

This Agreement is made and entered into this 15th day of November, 2023, by and between:

**Olde Florida Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hendry County, Florida, that has a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “**District**”), and

**SWJR Land Development, LLC**, a Florida limited liability company that has a mailing address of 430 Bayfront Place, Naples, Florida 34102 and the landowner of 100% of the lands within the District (the “**Landowner**,” and together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Ordinance No. 2022-19 adopted by the Board of County Commissioners of Hendry County, Florida on November 15, 2022, and became effective on November 17, 2022 (the “**Ordinance**”), and in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the District presently consists of approximately 165.18 acres of land as more fully described in said Ordinance; and

**WHEREAS**, the District is not currently providing any infrastructure systems, facilities, and services to the lands within the District; and

**WHEREAS**, the Landowner and/or its affiliates presently are developing real property in the District; and

**WHEREAS**, the Landowner has approached the District to request that the District be dissolved; and

**WHEREAS**, the dissolution proposed by the Landowner is authorized by Section 189.062(1), Florida Statutes; and

**WHEREAS**, the District’s Board of Supervisors has determined that it is in the best interest of the District to dissolve the District in accordance with Resolution 2024-01 adopted by the District on November 15, 2023, declaring the District inactive; and

**WHEREAS**, the District agrees to dissolve the District in accordance with the procedures and processes described in, amongst other laws, Chapter 189, Florida Statutes; and



**WHEREAS**, to seek a dissolution, the District desires to authorize PFM Group Consulting, LLC, Kutak Rock LLP, and J.R. Evans Engineering, P.A. (together, "District Staff") to provide such services as are necessary throughout the dissolution process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District; and

**WHEREAS**, the Landowner desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses of District Staff.

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

**1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**2. PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with the dissolution of the District and to provide such monies as are necessary to enable District Staff, including legal, engineering, and managerial staff, to assist in the dissolution process and proceedings. The Landowner shall make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**3. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking dissolution of the District in accord with, amongst other laws, Chapter 189, Florida Statutes. The District agrees to use its good faith best efforts to proceed in an expeditious manner with the preparation of the materials to seek the dissolution of the District, and with prosecution of the procedural requirements detailed in the law for the dissolution of the District. The District also agrees to make monthly requests for necessary funds from the Landowner for reimbursement for services of District Staff, as described in Paragraph 2 above.

**4. DEFAULT.** A default by either 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, injunctive relief and/or specific performance.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

7. **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 both Parties hereto.

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

9. **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, as follows:

A. If to the District: Olde Florida Community Development  
District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

B. If to the Landowner: SWJR Land Development, LLC  
430 Bayfront Place  
Naples, Florida 34102  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 Parties. 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 in this Agreement.

10. **THIRD PARTY BENEFICIARIES.** The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District, with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. The Landowner further acknowledges that District Staff, to effectuate the final

dissolution of the District, may be required to perform work after the Ordinance is repealed and Landowner shall continue to make funding available thereafter. It is intended by the Parties hereto that this Agreement inure to the benefit of District Staff, specifically including Kutak Rock LLP, Bryant, Miller Olive, PFM Group Consulting, LLC, and J.R. Evans Engineering P.A., ("**Third Parties**"). Further, the Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval is void.

**12. CONTROLLING 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Hendry County, Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both Parties to this Agreement and shall remain in effect unless terminated by either of the Parties.

**14. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District relating to this Agreement may be public records and treated as such in accordance with Florida law.

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

**16. 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 in Section 768.28, *Florida Statutes*, or other statute, 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 under the Doctrine of Sovereign Immunity or by operation of law.

**17. 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.

**18. FORCE MAJEURE.** If any party hereto shall be delayed in, hindered in or prevented from performing any of its obligations under this Agreement by reason of labor disputes, inability to obtain any necessary materials or services, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, war, terrorist acts, insurrection, delays caused by governmental permitting or regulations, the time for performance of such obligation shall be automatically extended (on a day for day basis) for a period equal to the period of such delay.

**19. 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.

**20. 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.

**[Remainder of Page Intentionally Left Blank]**

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

**Olde Florida Community Development  
District**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**SWJR Land Development, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Olde Florida  
Community Development District**

**Consideration of Resolution 2024-01,  
Authorizing the Dissolution Process**

## **RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLDE FLORIDA COMMUNITY DEVELOPMENT DISTRICT DECLARING THE DISTRICT INACTIVE; REQUESTING THAT THE FLORIDA DEPARTMENT OF COMMERCE DECLARE THE DISTRICT INACTIVE; DIRECTING DISTRICT COUNSEL TO TAKE APPROPRIATE ACTION TO OBTAIN A DECLARATION THAT THE DISTRICT IS INACTIVE AND TO DISSOLVE THE DISTRICT IN ACCORD WITH FLORIDA LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Olde Florida Community Development District (the “District”) was established by Ordinance No. 2022-19 of the Board of County Commissioners of Hendry County, Florida, which was adopted on November 15, 2022, and became effective on November 17, 2022 (the “Ordinance”), pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District is located wholly within the boundaries of Hendry County, Florida (the “County”); and

**WHEREAS**, the District operations are funded solely by SWJR Land Development, LLC, the current landholder of the majority of all real property within the District (“the Landowner”); and

**WHEREAS**, the District has not issued any debt to fund the planned community development services for the lands located within the District and has not levied any special assessments against the assessable real property located within the District for the purposes of funding any planned community development services; and

**WHEREAS**, the District’s Board of Supervisors has determined that, based upon information provided to it by the Landowner, the planned community development services to be provided to the lands within the boundaries of the District may be efficiently and effectively provided by means other than by the District; and

**WHEREAS**, the District, based upon the foregoing, does not anticipate engaging in community development activities for the foreseeable future; and

**WHEREAS**, the District’s Board of Supervisors finds that it is in the best interest of the District and the District’s landowners that the District be declared inactive pursuant to Section 189.062(1), Florida Statutes; and

**WHEREAS**, the termination of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

**WHEREAS**, the District's Board of Supervisors finds that it is in the best interest of the District and the District's landowners that the District be dissolved and that the planned community development services be provided by means other than by the District; and

**WHEREAS**, the District's Board of Supervisors desires that the Florida Department of Commerce declare the District inactive and send a notice of declaration of inactive status to the Board of County Commissioners of the County and direct the County to dissolve the District by repealing the Ordinance or by other appropriate means in accordance with Section 189.062, Florida Statutes.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLDE FLORIDA COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF WHEREAS CLAUSES.** All of the above representations, findings, and determinations contained within the Whereas Clauses of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. DECLARATION OF INACTIVITY.** The District's Board of Supervisors hereby unanimously declares that the District is inactive pursuant to Section 189.062(1)(a)6., Florida Statutes.

**SECTION 3. REQUEST FOR ACTION.** The District hereby requests that the Florida Department of Commerce declare the District inactive and send a notice of declaration of inactive status to the Board of County Commissioners of the County and direct the County to dissolve the District by repealing the Ordinance or by other appropriate means in accordance with Section 189.062, Florida Statutes. The District further authorizes the Dissolution Funding Agreement attached hereto and directs its execution.

**SECTION 4. DIRECTION TO DISTRICT COUNSEL.** District Counsel is hereby directed to take the appropriate actions to transmit this Resolution to the Florida Department of Commerce, to publish the appropriate notice, and to take any other steps necessary to effectuate the orderly termination of the District.

**SECTION 5. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the Olde Florida Community Development District.

*[signature page to follow]*



**PASSED AND ADOPTED** in public session this \_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

**OLDE FLORIDA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**Olde Florida  
Community Development District**

**Consideration of Termination of  
Website Services with VGlobalTech**

# Olde Florida Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; 407-723-5900

<http://wyldpalmscdd.com/>

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November 15, 2023

**Via FedEx Overnight**

Vaibhav V. Joshi  
NewAgeTutors LLC  
d/b/a VGlobalTech  
636 Fanning Drive  
Winter Springs, Florida 32708

RE: Olde Florida Community Development District (“District”)  
Termination of Website Services Agreement

Dear Mr. Joshi:

Please let this letter serve as a termination notice for services provided by NewAgeTutors LLC d/b/a VGlobalTech (“Contractor”). It is anticipated at this time that the District will undergo a dissolution process, and therefore the District would no longer require your services. Pursuant to Section 4(B) of that *Agreement by and between at the District and Contractor for Technical and Human Website Auditing Services*, dated November 30, 2022 (“Agreement”), the District may terminate the Agreement without cause with thirty (30) days’ written notice. Therefore, please accept this notice of termination to be effective \_\_\_\_\_, 2023 (“Effective Date”). Please conclude all website services by the Effective Date.

Thank you for your cooperation in this regard and for your past services to the District. If you have any questions, please contact me at (407) 723-5935 or [mullinsl@pfm.com](mailto:mullinsl@pfm.com).

Sincerely,

Lynne Mullins  
District Manager

cc: Jonathan Johnson, District Counsel (via e-mail at [Jonathan.Johnson@KutakRock.com](mailto:Jonathan.Johnson@KutakRock.com))

**Olde Florida  
Community Development District**

**Consideration of Letter to DEO  
Requesting Inactive Status – Hendry County**

September \_\_, 2023

**VIA REGULAR MAIL AND EMAIL**

Department of Commerce  
Division of Community Development  
Special Districts Accountability Program  
107 E. Madison Street, MSC-160  
Tallahassee, Florida 32399-2100  
Attn: Mr. Jack Gaskins, Jr.  
Jack.Gaskins@Commerce.fl.gov

RE: Olde Florida Community Development District

Dear Mr. Gaskins:

I serve as the duly appointed registered agent of the Olde Florida Community Development District (“District”). The purpose of this letter is to inform the Florida Commerce (the “Department”) that the District’s Board of Supervisors has adopted a resolution declaring the District inactive pursuant to section 189.062(1)(a)6., *Florida Statutes*. Enclosed herein is a certified copy of Resolution 2023-\_\_\_\_, which was unanimously adopted at the \_\_\_\_\_, 2023, meeting of the Board of Supervisors of the District.

Pursuant to section 189.062, *Florida Statutes*, the Department shall declare a special district inactive after that district’s governing body provides documentation that it has unanimously adopted a resolution declaring that the district is inactive, notice of the proposed inactive status has been published and a 21-day appeals period has passed without any appeal by a member of the public. Enclosed herein is a draft Notice of Proposed Declaration of Inactive Status. I would be happy to coordinate the publishing of the same once you determine the appropriate action with respect to this District.

Once a district has been declared inactive, section 189.062(3), *Florida Statutes*, requires that a notice of declaration of inactive status be sent to the chair of the governing body of the local general-purpose government that created that district. After it has been determined that the district has no outstanding obligations, the entity that created the district must dissolve the district by repealing its enabling laws or by other appropriate means.

# KUTAKROCK

September \_\_, 2023

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In this case, the District was established by the Board of County Commissioners of Hendry County, Florida. The District does not have any property, assets or outstanding obligations, has not issued any bonds, and has not undertaken to construct any infrastructure improvements. As the District's registered agent, I would respectfully request that, after the appropriate notice period, the Department declare the District inactive, the Board of County Commissioners of Hendry County, Florida be notified that the District is inactive and the District be dissolved pursuant to section 189.062, *Florida Statutes*.

Should you require any additional information, please contact me at your convenience. I can be reached at (850) 692-7301.

Sincerely,



Johnathan T. Johnson

Enclosures

**Olde Florida  
Community Development District**

**Funding Request  
Nos. 6 – 10 and 1B – 3B**

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 6**

8/11/2023

Item No.	Vendor	Invoice Number	FY23 General Fund
<b>1</b>	<b>Kutak Rock</b>		
	General Counsel Svcs thru May 2023	3238126	\$ 763.00
	General Counsel Svcs thru June 2023	3253435	1,074.00
<b>2</b>	<b>PFM Group Consulting LLC</b>		
	Billable Expenses - Jun-Jul	126194	\$ 224.62
	June 2023 - Postage	OE-EXP-07-2023-28	1.20
	District Management Fee Jul 2023	DM-07-2023-37	2,500.00
			<hr/>
			\$ 4,562.82

<b>TOTAL</b>	<b>\$ 4,562.82</b>
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Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817



**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 7**  
8/31/2023

Item No.	Vendor	Invoice Number	FY23 General Fund
1	<b>Kutak Rock</b> General Counsel Services thru Jul 2023	3267508	\$ 3,178.50
2	<b>PFM Group Consulting LLC</b> Billable Expenses - Jul 2023 District Management Fee - Aug 2023	126548 DM-08-2023-37	\$ 550.25 2,500.00
			\$ 6,228.75

<b>TOTAL</b>	<b>\$ 6,228.75</b>
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\_\_\_\_\_  
Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 8**

9/25/2023

Item No.	Vendor	Invoice Number	FY23 General Fund
<b>1</b>	<b>PFM Group Consulting LLC</b>		
	Billable Expenses - August 2023	126845	\$ 166.68
	District Management Fee - September 2023	DM-09-2023-37	\$ 2,500.00
<b>2</b>	<b>VGlobalTech</b>		
	Quarterly Maint. Fee (April-June)	5169	\$ 300.00
	Monthly Website Fee July 2023	5193	\$ 160.00
	Monthly Website Fee August 2023	5270	\$ 160.00
	Monthly Website Fee September 2023	5348	\$ 160.00
			<hr/> \$ 3,446.68

<b>TOTAL</b>	<b>\$ 3,446.68</b>
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Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 9**

10/29/2023

Item No.	Vendor	Invoice Number	FY23 General Fund
<b>1</b>	<b>Kutak Rock</b>		
	General Counsel Services thru Sep 2023	3297195	\$ 958.00
	General Counsel Svcs thru Aug 2023	3282275	1,359.00
<b>2</b>	<b>VGlobalTech</b>		
	Quarterly Maint. Fee (Jul-Sep)	5451	\$ 300.00
			\$ 2,617.00

<b>TOTAL</b>	<b>\$ 2,617.00</b>
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\_\_\_\_\_  
Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 10**

11/6/2023

Item No.	Vendor	Invoice Number	FY23 General Fund
1	<b>PFM Group Consulting LLC</b> Postage - Sept 2023	OE-EXP-10-2023-30	\$ 1.26
2	<b>VGlobalTech</b> Monthly Website Fee October 2023	5475	\$ 160.00
	Monthly Website Fee November 2023	5551	160.00
			\$ 321.26

<b>TOTAL</b>	<b>\$ 321.26</b>
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Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Bond Validations**  
**Funding Request No. 1B**  
8/31/2023

Item No.	Vendor	Invoice Number	FY23 Capital Fund
<b>1</b>	<b>JR Evans Engineering, PA</b>		
	General consultation svcs thru 11/25/22	00981-00-01	\$ 4,992.50
	General consultation svcs thru 12/23/2022	00981-00-02	6,680.00
	General consultation svcs thru 1/27/23	00981-00-03	280.00
<b>2</b>	<b>Kutak Rock</b>		
	Bond Validation - thru Dec	3169440	\$ 590.00
	Bond Validation - thru Feb	3196583	483.50
	Bond Validation - thru Mar	3209854	1,638.00
	Bond Validation - thru Apr	3224901	2,651.46
	Bond Validation - thru May	3238129	8,652.20
	Bond Validation - thru Jun	3253436	216.95
			<hr/>
			\$ 26,184.61

<b>TOTAL</b>	<b>\$ 26,184.61</b>
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Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Bond Validations**  
**Funding Request No. 2B**  
10/29/2023

Item No.	Vendor	Invoice Number	FY23 Capital Fund
1	<b>JR Evans Engineering, PA</b> General consultation svcs thru 8/31/2023	00981-00-04	\$ 1,680.00
			\$ 1,680.00

<b>TOTAL</b>	<b>\$ 1,680.00</b>
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Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**OLDE FLORIDA  
COMMUNITY DEVELOPMENT DISTRICT**

**Bond Validations**  
**Funding Request No. 3B**  
11/6/2023

Item No.	Vendor	Invoice Number	FY23 Capital Fund
1	Bryant Miller Olive Bond Counsel	81919	\$ 4,679.98
			\$ 4,679.98
<b>TOTAL</b>			<b>\$ 4,679.98</b>

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Board Member

Please Return To:  
Olde Florida CDD  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817

**Olde Florida  
Community Development District**

**District Financials**



**Olde Florida CDD**  
Statement of Financial Position  
As of 9/30/2023

	General Fund	Bond Funding	Total
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
General Checking Account	\$1,022.07		\$1,022.07
Accounts Receivable - Due from Developer	16,855.25		16,855.25
Total Current Assets	<u>\$17,877.32</u>	<u>\$0.00</u>	<u>\$17,877.32</u>
<b>Total Assets</b>	<u><u>\$17,877.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$17,877.32</u></u>
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$16,855.25		\$16,855.25
Deferred Revenue	16,855.25		16,855.25
Accounts Payable		\$27,864.61	27,864.61
Total Current Liabilities	<u>\$33,710.50</u>	<u>\$27,864.61</u>	<u>\$61,575.11</u>
<b>Total Liabilities</b>	<u><u>\$33,710.50</u></u>	<u><u>\$27,864.61</u></u>	<u><u>\$61,575.11</u></u>
<b><u>Net Assets</u></b>			
Current Year Net Assets - General Government	(15,833.18)		0.00 (15,833.18)
Current Year Net Assets, Unrestricted		(27,864.61)	0.00 (27,864.61)
<b>Total Net Assets</b>	<u><u>(\$15,833.18)</u></u>	<u><u>(\$27,864.61)</u></u>	<u><u>(\$43,697.79)</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$17,877.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$17,877.32</u></u>

**Olde Florida CDD**  
**Statement of Activities**  
**As of 9/30/2023**

	<b>General Fund</b>	<b>Bond Valuations</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Developer Contributions	\$36,514.84		\$36,514.84
Other Income & Other Financing Sources	0.20		0.20
Total Revenues	<u>\$36,515.04</u>	<u>\$0.00</u>	<u>\$36,515.04</u>
<b><u>Expenses</u></b>			
Public Officials' Liability Insurance	\$1,874.00		\$1,874.00
General Liability Insurance	2,290.00		2,290.00
Management	26,249.99		26,249.99
District Counsel	11,379.55		11,379.55
Travel and Per Diem	662.75		662.75
Postage & Shipping	1.80		1.80
Legal Advertising	4,579.55		4,579.55
Bank Fees	20.50		20.50
Miscellaneous	125.00		125.00
Web Site Maintenance	5,020.00		5,020.00
Dues, Licenses, and Fees	150.00		150.00
Engineering		\$13,632.50	13,632.50
District Counsel		14,232.11	14,232.11
Total Expenses	<u>\$52,353.14</u>	<u>\$27,864.61</u>	<u>\$80,217.75</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Interest Income	\$4.92		\$4.92
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$4.92</u>	<u>\$0.00</u>	<u>\$4.92</u>
<b>Change In Net Assets</b>	<b>(\$15,833.18)</b>	<b>(\$27,864.61)</b>	<b>(\$43,697.79)</b>
<b>Net Assets At Beginning Of Year</b>	<u><b>\$0.00</b></u>	<u><b>\$0.00</b></u>	<u><b>\$0.00</b></u>
<b>Net Assets At End Of Year</b>	<u><u><b>(\$15,833.18)</b></u></u>	<u><u><b>(\$27,864.61)</b></u></u>	<u><u><b>(\$43,697.79)</b></u></u>

**Olde Florida CDD**  
**Budget to Actual**  
**For the Month Ending 9/30/2023**

	Year To Date			FY 2023 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Developer Contributions	\$36,514.84	\$127,525.00	\$(91,010.16)	\$127,525.00
Other Income & Other Financing Sources	0.20	0.00	0.20	-
<b>Net Revenues</b>	<b>\$36,515.04</b>	<b>\$127,525.00</b>	<b>\$(91,009.96)</b>	<b>\$127,525.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Public Officials' Liability Insurance	\$1,874.00	\$3,500.00	\$(1,626.00)	\$ 3,500.00
General Liability Insurance	2,290.00	6,000.00	(3,710.00)	6,000.00
Trustee Services	0.00	7,500.00	(7,500.00)	7,500.00
Management	26,249.99	30,000.00	(3,750.01)	30,000.00
Engineering	0.00	10,000.00	(10,000.00)	10,000.00
Disclosure	0.00	5,000.00	(5,000.00)	5,000.00
Property Appraiser	0.00	2,000.00	(2,000.00)	2,000.00
District Counsel	11,379.55	30,000.00	(18,620.45)	30,000.00
Assessment Administration	0.00	7,500.00	(7,500.00)	7,500.00
Reamortization Schedules	0.00	250.00	(250.00)	250.00
Audit	0.00	6,000.00	(6,000.00)	6,000.00
Travel and Per Diem	662.75	2,000.00	(1,337.25)	2,000.00
Telephone	0.00	25.00	(25.00)	25.00
Postage & Shipping	1.80	500.00	(498.20)	500.00
Copies	0.00	1,000.00	(1,000.00)	1,000.00
Legal Advertising	4,579.55	5,000.00	(420.45)	5,000.00
Bank Fees	20.50	100.00	(79.50)	100.00
Miscellaneous	125.00	2,500.00	(2,375.00)	2,500.00
Office Supplies	0.00	400.00	(400.00)	400.00
Web Site Maintenance	5,020.00	8,000.00	(2,980.00)	8,000.00
Dues, Licenses, and Fees	150.00	250.00	(100.00)	250.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$52,353.14</b>	<b>\$127,525.00</b>	<b>\$(75,171.86)</b>	<b>\$127,525.00</b>
<b>Total Expenses</b>	<b>\$52,353.14</b>	<b>\$127,525.00</b>	<b>\$(75,171.86)</b>	<b>\$127,525.00</b>
<b>Income (Loss) from Operations</b>	<b>\$(15,838.10)</b>	<b>\$ -</b>	<b>\$(15,838.10)</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$4.92	\$ -	\$4.92	\$ -
<b>Total Other Income (Expense)</b>	<b>\$4.92</b>	<b>\$ -</b>	<b>\$4.92</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$(15,833.18)</b>	<b>\$ -</b>	<b>\$(15,833.18)</b>	<b>\$ -</b>