

# **ROAN BRIDGE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**June 20, 2023**

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

**ROAN BRIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Roan Bridge 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**

June 13, 2023

Board of Supervisors  
Roan Bridge Community Development District

Dear Board Members:

The Board of Supervisors of the Roan Bridge Community Development District will hold a Public Hearing and Regular Meeting on June 20, 2023 at 10:00 a.m., at the offices of KPM Franklin, 222 Church Street, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on the Adoption of the Fiscal Year 2023/2024 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2023-05, Relating to the Annual Appropriations and Adopting the Budget 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 Resolution 2023-06, 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
6. Acceptance of Unaudited Financial Statements as of April 30, 2023
7. Approval of April 19, 2023 Regular Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *KPM Franklin*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - 0 Registered Voters in District as of April 15, 2023

**ATTENDEES:**

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

- NEXT MEETING DATE: TBD

- QUORUM CHECK

SEAT 1	JAMES DICKS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SCOTT PREWITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ROCKDALE SKAIR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JAMES BRUNTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CHAD LEE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 782 134 6157**

**ROAN BRIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**Column**  
AFFIDAVIT OF PUBLICATION

**Osceola News-Gazette**  
22 W Monument Ave, Ste 5  
(407) 846-7600

I, Pamela Bikowicz, of lawful age, being duly sworn upon oath, deposes and says that I am the Bookkeeper of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**

1 June 2023  
8 June 2023

**Notice ID:** 49H400y8tdnptlcY0XG  
**Notice Name:** ROAN BRIDGE CDD\*Pub Hearing FY2024 Budget

**PUBLICATION FEE:** \$158.98

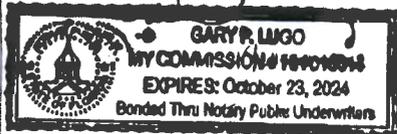
  
Bookkeeper

**VERIFICATION**

STATE OF FLORIDA  
COUNTY OF OSCEOLA

Signed or attested before me on this

June 8, 2023



  
Notary Public  
My Commission Expires: 10/23/2024

**ROAN BRIDGE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Roan Bridge Community Development District (the "District") will hold a public hearing on June 20, 2023 at 10:00 a.m., at the offices of KPM Franklin, 222 Church Street, Kissimmee, Florida 34741 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budgets") 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. K

A copy of the agenda and Proposed Budget may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-08 89 ("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 hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearing or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearing. 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.

Any 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

1 June 2023  
8 June 2023

# **ROAN BRIDGE**

**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

## RESOLUTION 2023-05

### THE ANNUAL APPROPRIATION RESOLUTION OF THE ROAN BRIDGE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET 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 (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Roan Bridge Community Development District (“**District**”) proposed budget (“**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 1<sup>st</sup> 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 ROAN BRIDGE 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 Roan Bridge 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 sum of \$104,990 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	<u>\$104,990</u>
TOTAL ALL FUNDS	<u>\$104,990</u>

**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 20TH DAY OF JUNE, 2023.**

ATTEST:

**ROAN BRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget

**Exhibit A:** Fiscal Year 2023/2024 Budget

**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
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**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Landowner contribution	\$ 104,990	\$ 17,813	\$ 80,632	\$ 98,445	\$ 104,990
Total revenues	<u>104,990</u>	<u>17,813</u>	<u>80,632</u>	<u>98,445</u>	<u>104,990</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	10,000	26,000	36,000	48,000
Legal	25,000	259	24,741	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	-	1,000	1,000	1,000
Trustee	6,000	-	6,000	6,000	6,000
Debt service fund accounting	7,500	-	7,500	7,500	7,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,700	74	1,626	1,700	1,700
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	346	154	500	500
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	-	210	210	210
Total expenditures	<u>104,990</u>	<u>16,145</u>	<u>76,345</u>	<u>92,490</u>	<u>104,990</u>
Net increase/(decrease) of fund balance	-	1,668	4,287	5,955	-
Fund balance - beginning (unaudited)	-	(5,955)	(4,287)	(5,955)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (4,287)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (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.</p>	
Legal	25,000
<p>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.</p>	
Engineering	2,000
<p>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.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>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 &amp; Associates serves as dissemination agent.</p>	
Trustee	6,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Debt service fund accounting	7,500
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,700
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$104,990</u></u>

# **ROAN BRIDGE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

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

This Agreement (the "Agreement") is made and entered into this 20th day of June, 2023, by and between:

**Roan Bridge Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of St. Cloud, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**Roan Bridge Properties, LLC**, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 103 Commerce Street, Suite 140, Lake Mary, Florida 32746.

**Recitals**

**WHEREAS**, the District was established by an ordinance adopted by the City Council of the City of St. Cloud, Florida, 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 commences on October 1, 2023, and concludes on September 30, 2024 (the "FY 2024 Budget"); and

**WHEREAS**, the FY 2024 Budget, which both 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 FY 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:

**SECTION 1.** The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

**SECTION 2.** The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Osceola County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may

partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

**SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

**A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

**B.** The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

**SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between 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.

**SECTION 5.** 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

**SECTION 7.** 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 and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

**SECTION 8.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 subject to the terms of Paragraph 6 above.

**SECTION 9.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

**SECTION 10.** 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.

**SECTION 11.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**SECTION 12.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**ATTEST:**

**ROAN BRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**ROAN BRIDGE PROPERTIES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

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

**Exhibit A:** Fiscal Year 2023/2024 Budget  
**Exhibit B:** Description of the Property

**Exhibit A**

Fiscal Year 2023/2024 Budget

## Exhibit B

### Description of the Property

#### Parcel 1:

Lots 72, 73, 88, 89, 104, 105 and 106 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 7, Township 26 South, Range 31 East, according to the plat thereof, as recorded in Plat Book B, Page 23, of the Public Records of Osceola County, Florida.

#### Parcel 2:

Lot 119 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 7, Township 26 South, Range 31 East, according to the plat thereof, as recorded in Plat Book B, Page 23, of the Public Records of Osceola County, Florida.

#### Parcel 3:

Lot 120 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 7, Township 26 South, Range 31 East, according to the plat thereof, as recorded in Plat Book B, Page 23, of the Public Records of Osceola County, Florida.

#### Parcel 4:

Lots 121 and 122 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 7, Township 26 South, Range 31 East, according to the plat thereof, as recorded in Plat Book B, Page 23, of the Public Records of Osceola County, Florida.

#### Parcel 5:

Lot 65 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

#### Parcel 6:

Lot 79, 80, 81, 82, 94, 95, 96, 97, 98, 99, 109, 110, 111, 112, 115, 116, 125, and 126 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

Parcel 7:

Lot 100 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

Parcel 8:

Lot 113 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

Parcel 9:

Lot 114 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

Parcel 10:

Lot 127 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

Parcel 11:

Lot 128 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 12, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 3, of the Public Records of Osceola County, Florida.

Parcel 12:

Lots 1 and 2, Hickory Acres, according to the plate thereof, as recorded in Plat Book 13, Page 156, of the Public Records of Osceola County, Florida.

And

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 and North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 26 South, Range 31 East, Osceola County, Florida.

Parcel 13:

Lot 3, Hickory Acres, according to the plat thereof, as recorded in Plat Book 13, Page 156, of the Public Records of Osceola County, Florida.

Parcel 14:

Lots 1 and 2 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 13, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 4, of the Public Records of Osceola County, Florida.

Parcel 15:

Lots 15, 16, 17, 18, 31 and 32 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 13, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 4, of the Public Records of Osceola County, Florida.

Parcel 16:

Lots 3, 13, 14, 19, 20, 29, and 30, Less the South 60.0 feet of Lots 29 and 30 of The Seminole Land and Investment Company's (Incorporated), Subdivision of Section 13, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 4, of the Public Records of Osceola County, Florida.

# **ROAN BRIDGE**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROAN BRIDGE COMMUNITY DEVELOPMENT DISTRICT 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**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ROAN BRIDGE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 20th day of June, 2023.

ATTEST:

**ROAN BRIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

<b>ROAN BRIDGE COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>KPM Franklin, 222 Church Street, Kissimmee, Florida 34741</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>November __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>December __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>January __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>February __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>March __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>April __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>May __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>June __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>July __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>August __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>September __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>

# **ROAN BRIDGE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2023**

**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 16,423	\$ -	\$ 16,423
Total assets	\$ 16,423	\$ -	\$ 16,423
 <b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 10,208	\$ -	\$ 10,208
Due to Developer	-	14,098	14,098
Accrued wages payable	200	-	200
Accrued taxes payable	15	-	15
Landowner advance	6,000	-	6,000
Total liabilities	16,423	14,098	30,521
 Fund balances:			
Restricted			
Debt service	-	(14,098)	(14,098)
Unassigned	-	-	-
Total fund balances	-	(14,098)	(14,098)
 Total liabilities and fund balances	\$ 16,423	\$ -	\$ 16,423

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 10,208	\$ 28,021	\$ 104,990	27%
Total revenues	<u>10,208</u>	<u>28,021</u>	<u>104,990</u>	27%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	2,000	14,000	48,000	29%
Legal	80	339	25,000	1%
Engineering	-	-	2,000	0%
Audit*	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	6,000	0%
Debt service fund accounting*	-	-	7,500	0%
Telephone	16	117	200	59%
Postage	27	43	500	9%
Printing & binding	41	292	500	58%
Legal advertising	-	74	1,700	4%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	346	500	69%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,164</u>	<u>22,066</u>	<u>104,990</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	8,044	5,955	-	
Fund balances - beginning	<u>(8,044)</u>	<u>(5,955)</u>	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued.

\*\*WHA currently charges a reduced management fee of \$2,000 per month until bonds are issued.

**ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED APRIL 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Cost of issuance	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(14,098)</u>	 <u>(14,098)</u>
Fund balances - ending	<u>\$ (14,098)</u>	<u>\$ (14,098)</u>

**ROAN BRIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
ROAN BRIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Roan Bridge Community Development District held a Regular Meeting on April 19, 2023, at 10:00 a.m., at the offices of KPM Franklin, 222 Church Street, Kissimmee, Florida 34741.

**Present at the meeting were:**

James Dicks	Chair
Scott Prewitt	Vice Chair
Chad Lee	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Craig Wrathell	Wrathell, Hunt and Associates, LLC (WHA)
Joseph Brown (via telephone)	District Counsel
Brian DeGirolmo	District Engineer
Murry Bullion	KPM Franklin
Greg Nixon	KPM Franklin
James Brunton	Supervisor Appointee

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:11 a.m. Supervisors Dicks, Prewitt and Lee were present. Supervisors Skair and Benzel were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor  
Tyler Benzel [SEAT 4]**

Mr. Torres presented the resignation of Supervisor Tyler Benzel from Seat 4.

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**On MOTION by Mr. Prewitt and seconded by Mr. Lee, with all in favor, the resignation of Supervisor Tyler Benzel from Seat 4, was accepted.**

**FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired Term of Seat 4; Term Expires November 2024**

Mr. Dicks nominated Mr. James Brunton to fill Seat 4. No other nominations were made.

**On MOTION by Mr. Dicks and seconded by Mr. Prewitt, with all in favor, the appointment of Mr. James Brunton to fill Seat 4, was approved.**

- **Administration of Oath of Office (the following will be provided in a separate package)**  
Mr. Torres, as Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Brunton. He provided and explained the following items:
  - 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**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date**

Mr. Torres presented Resolution 2023-01. Mr. Prewitt nominated the following slate:

Chair	James Dicks
Vice Chair	Scott Prewitt
Assistant Secretary	Tyler Benzel
Assistant Secretary	Rockdale Skair
Assistant Secretary	James Brunton

75 Assistant Secretary Cindy Cerbone  
 76 Assistant Secretary Ernesto Torres

77 No other nominations were made. Prior appointments by the Board for Secretary,  
 78 Treasurer and Assistant Treasurer remain unaffected by this Resolution.

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80 **On MOTION by Mr. Prewitt and seconded by Mr. Lee, with all in favor,**  
 81 **Resolution 2023-01, Designating Certain Officers of the District, as nominated,**  
 82 **and Providing for an Effective Date, was adopted.**

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85 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,  
 Approving a 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**

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94 Mr. Torres presented Resolution 2023-02. He reviewed the proposed Fiscal Year 2024  
 95 budget; there were no changes compared to the Fiscal Year 2023 budget, and explained the  
 96 reasons for any changes. This is a Landowner-funded budget with expenses funded as incurred.

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98 **On MOTION by Mr. Dicks and seconded by Mr. Prewitt, with all in favor,**  
 99 **Resolution 2023-02, Approving a Proposed Budget for Fiscal Year 2023/2024**  
 100 **and Setting a Public Hearing Thereon Pursuant to Florida Law for June 20, 2023**  
 101 **at 10:00 a.m., at the offices of KPM Franklin, 222 Church Street, Kissimmee,**  
 102 **Florida 34741; Addressing Transmittal, Posting and Publication Requirements;**  
 103 **Addressing Severability; and Providing an Effective Date, was adopted.**

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106 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03,  
 Declaring the District’s Intent to Accept  
 Responsibility for the Perpetual Operation,  
 Maintenance, and Funding of the  
 Stormwater and Surface Water  
 Management Facilities and Wetland  
 Conservation Areas, Mitigation Areas, and  
 Wildlife Habitats**

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- 115 Mr. Torres presented Resolution 2023-03. Mr. Brown discussed the following:
- 116 ➤ The Environmental Resource Permit (ERP) is in progress.
- 117 ➤ The South Florida Water Management District (SFWMD) requires identification of the
- 118 long-term owner and maintenance provider of the stormwater system.
- 119 ➤ Resolution 2023-03 reflects the CDD’s intent to own and maintain those improvements
- 120 following construction.
- 121 ➤ Once adopted, the District Engineer can use it to finalize the ERP.

123 **On MOTION by Mr. Lee and seconded by Mr. Prewitt, with all in favor,**  
 124 **Resolution 2023-03, Declaring the District’s Intent to Accept Responsibility for**  
 125 **the Perpetual Operation, Maintenance, and Funding of the Stormwater and**  
 126 **Surface Water Management Facilities and Wetland Conservation Areas,**  
 127 **Mitigation Areas, and Wildlife Habitats, was adopted.**

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130 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04, Designating the Primary Administrative Office and Principal Headquarters of the District; Designating the Location of the Local District Records Office; and Providing an Effective Date**

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137 Mr. Torres presented the Resolution 2023-04.

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139 **On MOTION by Mr. Prewitt and seconded by Mr. Lee, with all in favor,**  
 140 **Resolution 2023-04, Designating 2300 Glades Road, Suite 410W, Boca Raton,**  
 141 **Florida 33431 as the Primary Administrative Office and a location in Osceola**  
 142 **County as the Principal Headquarters of the District; Designating the offices of**  
 143 **KPM Franklin, 222 Church Street, Kissimmee, Florida 34741 as the Location of**  
 144 **the Local District Records Office; and Providing an Effective Date, was adopted.**

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147 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of February 28, 2023**

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150 Mr. Torres presented the Unaudited Financial Statements as of February 28, 2023.

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**On MOTION by Mr. Prewitt and seconded by Mr. Lee, with all in favor, the Unaudited Financial Statements as of February 28, 2023, were accepted.**

**TENTH ORDER OF BUSINESS**

**Approval of September 22, 2022 Public Hearings and Regular Meeting Minutes**

Mr. Torres presented the September 22, 2022 Public Hearings and Regular Meeting Minutes.

**On MOTION by Mr. Brunton and seconded by Mr. Lee, with all in favor, the September 22, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Kutak Rock LLP**

There was no report.

**B. District Engineer: KPM Franklin**

There was no report.

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

- **NEXT MEETING DATE: June 20, 2023 at 10:00 AM**
- **QUORUM CHECK**

**TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Prewitt and seconded by Mr. Bruton, with all in favor, the meeting adjourned at 10:25 a.m.**

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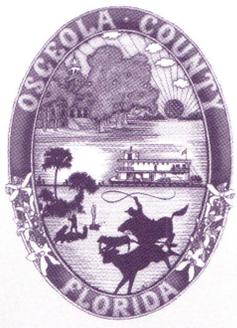
Secretary/Assistant Secretary

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Chair/Vice Chair

**ROAN BRIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORT**



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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June 05, 2023

Ms. Daphne Gillyard  
Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road  
Suite 410W  
Boca Raton, FL 33431

RE: Roan Bridge Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Roan Bridge Community Development District as of April 15, 2023.

The number of registered voters within the Roan Bridge CDD is zero as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington  
Supervisor of Elections

Vote  
Osceola