

***Tranquility
Community Development District***

Agenda

May 10, 2023

AGENDA

Tranquility

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

May 3, 2023

Board of Supervisors
Tranquility
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Tranquility Community Development District** will be held **Wednesday, May 10, 2023 at 2:00 PM at 5445 S. Washington Ave. Floor, Titusville, FL 37780**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the March 8, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2023-01 Approving the Fiscal Year 2024 Proposed Budget and Setting a Public Hearing
5. Consideration of Draft Acquisition Agreement
6. Ratification of Fiscal Year 2022 Audit Agreement with Grau & Associates
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Request No. 8-9
 - iii. Presentation of Registered Voters- 0
8. Other Business
9. Supervisors Requests
10. Adjournment

MINUTES

**MINUTES OF MEETING
TRANQUILITY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Tranquility Community Development District was held on Wednesday, **March 8, 2023** at 2:00 p.m. at 5445 S. Washington Ave., Titusville, Florida.

Present and constituting a quorum were:

William Allen, Jr.	Chairman
Kenneth Belshe <i>by phone</i>	Vice Chairman
William Livingston	Assistant Secretary
David Lusby <i>by phone</i>	Assistant Secretary
Clint Smith	Assistant Secretary

Also, present were:

George Flint	District Manager, GMS
Nika Hosseini	District Counsel, Cobb Cole
David M. Rothman	Bryant Miller Olive, PA
Rodney M. Honeycutt	District Engineer, Honeycutt & Associates

The following is a summary of the discussions and actions taken at the March 8, 2023 Tranquility Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 2:00 p.m. Three Board members were in attendance constituting a quorum. Two Supervisors attended by phone.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint stated that there were only Board members and staff in attendance.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 10, 2022
Board of Supervisors Meeting**

Mr. Flint presented the minutes of the August 10, 2022 Board of Supervisors meeting. He asked the Board for any comments or corrections to those. The Board had no changes.

On MOTION by Mr. Smith, seconded by Mr. Livingston, with all in favor, the Minutes of the August 10, 2022 Board of Supervisors meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2022 Audit
Proposal from Grau & Associates**

Mr. Flint stated that there is a proposal from Grau & Associates to prepare the FY22 audit. He noted they did trigger the requirement for an audit in FY22 which ended on September 30th and stated that needed to be prepared by June 30th which is the statutory deadline to get that done. He wanted to have the meeting today to be able to approve the proposal.

Mr. Flint noted the agenda packet shows Grau has 297 CDD's that they prepare audits for. He stated that Grau is the most experienced CDD auditing firm in the state out of a handful of firms that prepare these types of audits. He noted Grau proposed a fee of \$2,800 which is very competitive. Mr. Flint stated Grau is well respected and this is a competitive price.

On MOTION by Mr. Smith, seconded by Mr. Lusby, with all in favor, the Fiscal Year 2022 Audit Proposal from Grau & Associates, was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hosseini stated nothing new to report to the Board.

B. Engineer

Mr. Honeycutt had nothing further to report.

C. District Manager's Report

- i. Approval of Check Register**
- ii. Balance Sheet and Income Statement**

Mr. Flint stated that the unaudited financial were through January 31st. He noted that there was no action necessary. He offered to answer any questions on the financials.

- iii. Ratification of Funding Requests #3 – #7**

Mr. Flint presented funding requests #3 through #7 and noted that they have been transmitted to the developer under the funding agreement. Mr. Flint asked the Board to ratify those funding requests.

On MOTION by Mr. Livingston, seconded by Mr. Smith, with all in favor, Funding Requests #3 – #7, were ratified.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Flint stated that was all that was on the agenda.

Mr. Livingston stated that the Board had not met for a while and questioned if the bonds were ever validated. Mr. Flint noted that the bonds were validated and went through the assessment hearing process on Phases 1, 2, and 3. He noted the entire CIP was validated.

Mr. Flint noted that they are waiting on the developer to move forward with the financing. He stated all of the necessary steps were taken to issue the bonds.

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Allen, seconded by Mr. Smith, with all in favor, the meeting was adjourned at 2:06 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Tranquility Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year ending September 30, 2024 (“**Fiscal Year 2023**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 9, 2023

HOUR: 2:00 PM

LOCATION: 5445 S. Washington Ave.
Titusville, FL 32780

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Titusville, Brevard County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2023.

ATTEST:

**TRANQUILITY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2024 Proposed Budget

Exhibit A
Fiscal Year 2024 Proposed Budget

Tranquility
Community Development District

Proposed Budget
FY2024



Table of Contents

1-2	<u>General Fund</u>
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3-6	<u>General Fund Narrative</u>
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Tranquility
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Total Thru 9/30/23	Proposed Budget FY2024
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Revenues

AA1 Assessments	\$ -	\$ -	\$ -	\$ -	\$ 292,145
Non AA1 Assessments - Administrative Only	\$ -	\$ -	\$ -	\$ -	\$ 32,256
Developer Contribution	\$ 136,860	\$ 27,254	\$ 63,786	\$ 91,040	\$ 400,000
Total Revenues	\$ 136,860	\$ 27,254	\$ 63,786	\$ 91,040	\$ 724,400

Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 600	\$ 6,000	\$ 6,600	\$ 12,000
FICA Expense	\$ 900	\$ 46	\$ 450	\$ 496	\$ 900
Engineering	\$ 15,000	\$ 575	\$ 7,500	\$ 8,075	\$ 15,000
Attorney	\$ 25,000	\$ 128	\$ 12,500	\$ 12,628	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -	\$ 6,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 3,750	\$ -	\$ -	\$ -	\$ 4,071
Management Fees	\$ 40,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 40,000
Information Technology	\$ 1,800	\$ 900	\$ 900	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 2,350	\$ 600	\$ 2,950	\$ 1,200
Telephone	\$ 300	\$ -	\$ -	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 3	\$ 500	\$ 503	\$ 1,000
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Printing & Binding	\$ 1,000	\$ 0	\$ 500	\$ 500	\$ 1,000
Legal Advertising	\$ 10,000	\$ 181	\$ 9,819	\$ 10,000	\$ 10,000
Other Current Charges	\$ 4,000	\$ -	\$ 2,000	\$ 2,000	\$ 5,000
Office Supplies	\$ 625	\$ 0	\$ 313	\$ 313	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 136,860	\$ 29,958	\$ 61,081	\$ 91,040	\$ 139,521

Tranquility
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Total Thru 9/30/23	Proposed Budget FY2024
<u><i>Operations & Maintenance</i></u>					
Field Expenditures					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 335,836
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,241
Security	\$ -	\$ -	\$ -	\$ -	\$ 52,152
Guardhouse Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 29,150
Electric	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 10,000
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Wetlands Mitigation & Reporting	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Stormwater Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 584,879
Total Expenditures	\$ 136,860	\$ 29,958	\$ 61,081	\$ 91,040	\$ 724,400
Excess Revenues/(Expenditures)	\$ -	\$ (2,705)	\$ 2,705	\$ -	\$ -

Product	ERU's	Units	ERU/Unit	Net Assessments	Net Per Unit	Gross Per Unit
Single Family - 50'	74	74	1.00	\$ 60,829	\$ 822.02	\$ 874.49
Single Family - 70'	281.4	201	1.40	\$ 231,316	\$ 1,150.82	\$ 1,224.28
Totals	355.4	275		\$ 292,145		

Tranquility

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer provides general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Tranquility

Community Development District

General Fund Budget

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Tranquility

Community Development District

General Fund Budget

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Field Expenditures:

Property Insurance

The District's estimated property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Lake Maintenance

Represents the estimated costs of maintaining the lake for the District.

Security

Represents the estimated cost of contracting a monthly security service for the District's gate house.

Tranquility

Community Development District

General Fund Budget

Guardhouse Maintenance

Represents maintenance contract for gates, and any other maintenance cost the District may incur at the security gate house, i.e. plumbing, gate repairs, pest control, etc.

Streetlights

Encompasses the budgeted amount for the District's decorative light poles and fixtures in various locations.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Wetland Mitigation & Reporting

This district will incur costs related to mitigation reporting for its wetlands. These reports are submitted to respective agencies for permit conditions.

Stormwater Maintenance

Represents the estimated costs of maintaining the District's stormwater systems.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

SECTION V

ACQUISITION AGREEMENT

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

TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Titusville, Florida, and whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

SUNBELT TITUSVILLE INVESTMENTS, LLC, a limited liability company, the primary developer of lands within the boundaries of the District, whose primary address is 1645 Village Center Cir., Suite 170, Las Vegas, Nevada 89134 (the "Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 4-2022 enacted by the City Council of the City of Titusville, on February 22, 2022 for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure within and without the boundaries of the premises to be governed by the District as more fully described in the Improvement Plan (as defined below); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within and without the boundaries of the District as described in the Engineer's Report prepared by Honeycutt & Associates and dated March 23, 2022 (the "Improvement Plan") and attached hereto as **Exhibit "A"**; and

WHEREAS, the District desires to acquire from the Developer and the Developer desires to convey, or cause to be conveyed, to the District, on the terms and conditions set forth herein, in one or more conveyances, (i) the Public Improvements constructed and/or installed by the Developer, (ii) fee simple or easement rights in and/or under the District Land to the roadways, storm water management, sanitary sewer and water distribution systems, and other elements of the Public Improvements and to allow for the construction, installation, operation and maintenance of the Public Improvements thereon (collectively, the "District Lands"), and (iii) all designs, plans and specifications relating to the Public Improvements, prepared by, or on behalf of, the Developer, (collectively, the "Plans").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths Dollars (\$10.00) from the District to the Developer and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

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

2. DISTRICT FUNDING AGREEMENTS AND COMPLETION OF PUBLIC IMPROVEMENTS. Subject to the approval of the Board of Supervisors of the District, the District shall accept funding from the District Funding Agreements and shall dedicate the proceeds to pay for the costs to plan, finance, construct, install, operate, acquire and/or maintain the Public Improvements, including, but not limited to, all administrative, legal, warranty, engineering, permitting and other related soft costs, whether pursuant to existing contracts, change orders, contracts assigned by the Developer to the District, or future contracts signed by or on behalf of the District (collectively, the "Public Improvement Costs"). This obligation shall survive the closing on the conveyance by the Developer to the District of the Public Improvements or in the real property interest, including easements within which the Public Improvements are constructed or installed.

3. CONVEYANCE OF PUBLIC IMPROVEMENTS, PLANS AND EASEMENTS. In accordance with the terms and conditions of this Agreement, including specifically the terms of payment set forth in Section 5 of this Agreement, the Developer shall, at the Closing (as hereinafter defined), in one or more conveyances, convey or cause to be conveyed to the District, and the District hereby agrees to purchase and accept, by dedication, deed, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, (a) any and all of Developer's right, title and interest in and to the (i) Public Improvements in their then state of completion (ii) Plans, and (b) any necessary deeds or easements, in each case free and clear of all liens and encumbrances. One or more closing (the "Closing") of the aforementioned conveyances shall occur upon certification of the Public Improvements as complete by the District Engineer. Prior to the date of any Closing, the Developer shall provide the District with copies of a survey of the lands within the District and the Plans. Not less than ten (10) days prior to any Closing, the Developer shall provide either a commitment for title insurance, an attorney's opinion of title or other evidence of good, marketable and insurable title relating to the Easements which is satisfactory to the District. The parties acknowledge that, in connection with the conveyance of the Easements to the District, the Developer will execute all required documents, as appropriate, under this Section 3 and also Sections 4 and 9 hereof.

By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

4. CLOSING DOCUMENTS. At each Closing, the Developer shall deliver, or cause to be delivered, to the District the following:

- A. Deeds or easements in recordable form or bills of sale in a form acceptable to the District;
- B. Public Disclosure Act Affidavit pursuant to Section 286.23, Florida Statutes;
- C. Sworn Statement Under Section 287.133(3)(a), Florida Statutes;

D. Such other instruments as the title insurance company shall reasonably require in order to issue its title policy to the District.

5. PAYMENT FOR PUBLIC IMPROVEMENTS AND PLANS. After receipt by the District of funds from proceeds of the District Funding Agreements and in accordance with the terms of this Agreement, and provided there are sufficient proceeds available, the District agrees to pay the Developer at once or more Closing, for all the Developer's rights or interest in the Public Improvements and Plans, including payment of any and all reimbursements(s) to the Developer by the District for preparation of the Plans prior to assignment as follows:

5.1 Payment for Public Improvements. Upon certification by the District Engineer and the Developer in accordance with Section 7 of this Agreement with respect to any portion of the Public Improvements to be conveyed, the District shall pay the Developer such certified amount from available funds.

5.2 No Additional Payment Obligation. Except as deferred obligations for payment of the purchase price not otherwise paid by the District as provided for in Section 8 hereof, nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the proceeds of the District Funding Agreements, to pay for the Public Improvements or Plans. Any and all payments made by the District as herein set forth shall fully satisfy the District's obligation to the Developer and the Developer shall convey all Public Improvements and Plans as contemplated by this Agreement without any additional payment therefor.

6. CONDITION OF PUBLIC IMPROVEMENTS; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the Public Improvements as provided in Section 3 above, the portion of the Public Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and the Developer shall assign to the District any and all warranties from its contractors, guaranteeing to the District and to any government entity to which the Public Improvements may be conveyed by the District, that said Public Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of completion of the Public Improvements or any portion thereof.

7. CERTIFICATIONS. Before any payment by the District for the Public Improvements, including payment of any deferred obligations as provided for in Section 8 of this Agreement, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Public Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Public Improvements (based upon representations of the Developer) or (ii) the fair market value of such Public Improvements; (b) that said Public Improvements for which payment is to be made are part of the Improvement Plan; (c) that said Public Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all

permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Public Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; and (e) that the Developer has paid all contractors, subcontractors and materialmen that have provided services or materials in connection with such Public Improvements. The Developer shall also certify to the District that each payment to be received pursuant to this Agreement does not constitute a loan of the proceeds of the District Funding Agreements to the Developer.

8. DEFERRED OBLIGATIONS FOR PAYMENT. Payment by the District for any or all of the Public Improvements and Plans conveyed, or caused to be conveyed, by the Developer to the District, shall be made solely from the proceeds of the District Funding Agreements available for that purpose; provided however, if such proceeds or other moneys are not available, the District's obligation to pay to the Developer any unpaid amount for the Public Improvements and Plans so conveyed, and the District's obligation to reimburse the Developer for performance or payment under the Plans, shall be deferred and be paid, if ever, solely from funds available from future bond issues or other legally available funds made available to the District for this purpose, to pay for the Public Improvements and Plans, all in accordance with the provisions of Fla. Stat. §190.

9. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER. The Developer represents and warrants to the District as follows, which representations and warranties shall be deemed made by the Developer to the District as of the Effective Date, and as of the date of Closing, and the Developer acknowledge that, but for such representations and warranties, the District would not execute this Agreement:

(a) This Agreement, and the consummation of the transactions described herein, and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by the Developer have been or shall be, duly authorized, executed and delivered by, and, upon delivery thereof, shall be binding upon and enforceable against the Developer in accordance with their respective terms.

(b) The Developer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by the Developer of its obligations hereunder shall not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which the Developer is a party or by which the Developer is bound or to which the Developer or any portion of the Easements are subject.

(c) The Developer holds record fee simple absolute title to the land within the District.

(d) The Developer is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(e) To the best knowledge of the Developer, the Developer has not received any notice of violation of any applicable law pertaining to the land within the District or any portion thereof, nor does the Developer have knowledge of any such violation.

(f) To the best of knowledge of the Developer, there are no pending actions, suits, claims, or legal proceedings affecting the land within the District or any portion thereof, at law or in equity, before any court or governmental agency.

(g) The Developer further covenants, represents, and warrants, as of the Effective Date hereof and the date of Closing, that (i) it will take no action prior to recording the Easements affecting the title to the Easements, (ii) the Developer has collected and remitted all taxes and filed all applicable tax returns in connection with the use and operation of the Easements and are current in the payment of all such taxes, except for the current year's real estate taxes, (iii) there are no actions or proceedings now pending in any state or Federal court or other governmental body of which the Developer is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would adversely affect the title to the Easements or the ability of the Developer to close on the conveyance of the Easements to the District, and (iv) there are no parties in possession of or with any rights to possession of any portion of the land within the District to be conveyed to the District other than the Developer.

10. INDEMNIFICATION.

(a) The Developer agrees to indemnify and hold harmless the District from and against any and all costs, liabilities, claims, obligations, expenses, losses, damages, judgments or other injuries (including, but not limited to, reasonable attorneys' fees, costs and expenses of litigation and appeals) (collectively, "Damages") arising out of and to the extent attributable to the negligent acts, errors, or omissions, or willful misconduct of the Developer, its agents, contractors or employees in the performance of its obligations under this Agreement. The covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect.

(b) (i) The District shall give the Developer prompt written notice of any claims for Damages made by third parties ("Third Party Claims"), setting forth therein in reasonable detail the basis for such Third Party Claim, and the Developer shall have the right (unless (1) the Developer is also a party to such proceeding and the District determines in good faith that joint representation would be inappropriate, or (2) the Developer fails to provide reasonable assurance to the District of its financial capacity to defend such proceeding and provide indemnification with respect to such proceeding) to undertake the defense thereof by representatives chosen by it, provided that failure to provide such prompt notice shall not affect the Developer's obligations hereunder, except to the extent that the Developer is actually prejudiced by such failure; and provided further, that the District will reasonably cooperate with the Developer in defending such Third Party Claim.

(ii) If the Developer, within a reasonable time after written notice of any such Third Party Claim is received by Developer, fails to defend the District against such Third

Party Claim, the District shall (upon further written notice to the Developer) have the right to undertake the defense, compromise or settlement of such Third Party Claim on behalf of and for the account and risk of the Developer subject to the right of the Developer to assume the defense of such Third Party Claim at any time prior to settlement, compromise or final determination thereof.

(iii) Any provision in this Section 10(b) to the contrary notwithstanding, (1) if there is a reasonable probability that a Third Party Claim may materially and adversely affect the District other than as a result of money damages or other money payments, the District shall have the right to defend, compromise or settle such Third Party Claim; provided however, that if such Third Party Claim is settled without the Developer's consent, the District shall be deemed to have waived all rights hereunder against the Developer for money damages arising out of such Third Party Claim; and (2) the Developer shall not, without the written consent of the District, settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the District a release from all liability in respect to such Third Party Claim.

11. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

12. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

14. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

15. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

16. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

17. 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 executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. AUTHORITY. 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 Agreement.

19. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

20. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida. Any suit to enforce the terms of this Agreement shall be brought in the Eighteenth Judicial Circuit, in and for Brevard County, Florida.

21. SPECIFIC PERFORMANCE. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

22. REMEDIES. A default by either party under the 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 include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

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

24. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason

hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

26. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld or delayed. The District shall not assign this Agreement or any of the rights or obligations of the District hereunder.

27. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming, as applicable, of any and all rights or interests in the Public Improvements and Plans which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of, or interests in, the Public Improvements and Plans as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

28. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be (a) personally delivered, (b) transmitted by United States or Canadian postage prepaid mail, registered or certified mail, return receipt requested, or (c) transmitted by reputable overnight carrier service, to the parties, as follows:

A. If to the District:

Tranquility Community
Development District
c/o Governmental Management Services -
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Cobb Cole
231 N. Woodland Blvd.
DeLand, Florida 32720
Attn: Mark A. Watts, Esq.

B. If to the Developer:

Sunbelt Titusville
Investments, LLC
1645 Village Center Cir., Suite 170
Las Vegas, Nevada 89134

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

29. SURVIVAL. Notwithstanding any provision in this Agreement to the contrary, the rights and obligations of the parties hereto shall survive the Closing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

TRANQUILITY COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chair/Vice-Chair

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____, as Chair/Vice-Chair of the Board of Supervisors for TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

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

SUNBELT TITUSVILLE INVESTMENTS,
LLC, a limited liability company

WITNESSES:

Sign Name

Print Name

Sign Name

Print Name

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2023, by
_____, as _____ of Sunbelt Titusville
Investments, LLC, a limited liability company who is personally known to me or has produced
_____ as identification and who being duly sworn, deposes and says that the
aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Signature of Notary Public, State of Florida

Print Name: _____

Commission No: _____

Commission Expires: _____

Exhibit "A"
Engineer's Report

Engineer's Report
For
Tranquility
Community Development District
Brevard County
Titusville, Florida

March 17, 2022

FOR REVIEW ONLY

Prepared By:
Honeycutt & Associates, Inc.
Rodney M. Honeycutt, P.E.
3700 S. Washington Avenue
Titusville, FL 32780

Prepared For:
Tranquility Community Development District

Table of Contents

Section	Page
I. INTRODUCTION	3
DESCRIPTION OF TRANQUILITY CDD.....	3
PURPOSE & SCOPE	3
THE TRANQUILITY CDD	3
REPORT ASSUMPTIONS	4
II. PROJECT BOUNDARY	4
PROPERTY BOUNDARY	4
DESCRIPTION OF PROJECT SERVED.....	4
III. PROPOSED PROJECT	4
STORMWATER MANAGEMENT SYSTEM.....	4
ROADWAYS & SIDEWALKS	5
SANITARY SEWER & POTABLE WATER UTILITIES	5
PARKS, OPEN SPACE & SPECIAL FEATURE AMENITIES.....	6
LANDSCAPE & IRRIGATION	6
MITIGATION	6
IV. OPINION OF PROBABLE CONSTRUCTION COSTS	7
SUMMARY & DISTRIBUTION OF COSTS	7
PERMITS	8
CONCLUSION	8
APPENDICES	
EXHIBIT 1—VICINITY MAP	
EXHIBIT 2—MASTER PLAN	
EXHIBIT 3—STORMWATER PLAN	
EXHIBIT 4—ROADWAYS	
EXHIBIT 5—TYPICAL 4-LANE BOULEVARD SECTION	
EXHIBIT 6—TYPICAL 2-LANE BOULEVARD SECTION	
EXHIBIT 7—TYPICAL NEIGHBORHOOD ROAD SECTION	
EXHIBIT 8—SANITARY SEWER	
EXHIBIT 9—POTABLE WATER	

I. INTRODUCTION

DESCRIPTION OF TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT

Tranquility is a proposed 345.9 acre regional mixed use development located in the City of Titusville, Brevard County, Florida. (See Exhibit 1 for Vicinity Map) The proposed project consist of 2,404 residential dwelling units along with retail, hotels, restaurants and marina. (See Exhibit 2 for CDD Master Plan) A breakdown of uses is provided below:

SINGLE FAMILY		
PHASE	#UNITS	LOT WIDTH
I	99	70'
II	102	70'
III	74	50'

MULTIFAMILY	
APARTMENTS	500
CONDOS	1629

NON RESIDENTIAL	
HOTEL	270 ROOMS
COMMERCIAL	280,000±SF

Infrastructure in support of the project consist of entrance features/hardscape, roadways, roadway features at roundabouts, potable water lines, sanitary sewer collection systems, sidewalks, recreation areas, open space, parks and stormwater retention/treatment systems/lakes. The existing site is vacant consisting of mostly upland areas with minimal wetlands.

PURPOSE AND SCOPE

The purpose of this Engineer's Report is to provide cost, permit and entitlement information with respect to the public infrastructure improvements to be constructed or acquired by the Tranquility Community Development District (CDD). All of the major infrastructure components are described in the following sections. Cost estimates for the completion of this work is also presented.

THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT

The CDD is designed to provide public infrastructure, services, and facilities along with operations and maintenance to the entire development within the boundaries of the CDD. There are also offsite infrastructure improvements for the benefit of the development.

The CDD is an independent unit of special purposed local government authorized by Chapter 190, F.S., to plan, finance, construct, operate and maintain community-wide

infrastructure in large, planned community developments. CDDs provide “a solution to the state’s planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” –Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining community infrastructure for developments, such as Tranquility.

REPORT ASSUMPTIONS

In preparation of this report, Honeycutt & Associates, Incorporated (HAI) relied on information provided by Sunbelt Titusville Investments LLC & Carolina Holdings II, the landowner, in regards to details of the development of the CDD and acquisition of the infrastructure improvements. As the engineer of record, HAI has a comprehensive knowledge of the design and construction of the proposed infrastructure improvements. Certain assumptions were also made with regard to all cost estimates, pricing, etc., based on previous experience within the industry, local/recent construction costs and actual bid documents supplied by prospective site development contractors.

II. PROJECT BOUNDARY

PROPERTY BOUNDARY

The development is located on the east side of U.S. Highway #1 (South Washington Avenue) and north of State Road 405 (Columbia Boulevard). A location map vicinity is attached to this report as Exhibit 1.

DESCRIPTION OF PROJECT SERVED

The CDD is wholly located within the City of Titusville in Brevard County, Florida. The development will be a fully contiguous community.

III. PROPOSED PROJECT

STORMWATER DRAINAGE & MANAGEMENT SYSTEM

The stormwater system for the development consists of excavated lakes, culverts, swales, inlets, interconnecting solid pipes, and water control structures. (See Exhibit 3) The St. Johns River Water Management District (SJRWMD) and the City of Titusville will be the governing authorities for permitting the development’s Surface Water Management

system. The proposed stormwater system will be designed to adhere to the SJRWMD and City's minimum criteria for water quality treatment and flood protection.

The stormwater facilities consist of isolated and interconnected stormwater ponds. Interconnection is achieved by both pipe and structure or by swales. All stormwater runoff from the subject property will be routed to these stormwater management ponds for the purposes of water quality treatment and attenuation of large storm events. The treated stormwater will be subsequently conveyed through the system and discharged into Addison Creek.

As part of the required National Pollutant Discharge Elimination System (NPDES) permit requirements, Erosion and Sediment Control Plans will be prepared and shall be implemented by the contractor throughout all construction. These plans include various stormwater pollution preventative measures such as: synthetic jute bales, staked silt fences, floating turbidity barriers, and truck wash-down areas.

The stormwater system outlined above will be owned and maintained by the CDD.

ROADWAYS AND SIDEWALKS

The CDD-funded roadways include the roadways internal to the development, and offsite roadway improvements which includes: Columbia Boulevard turn lane/existing intersection improvements and South Washington Avenue roadway improvements. (See Exhibits 4, 5, 6, & 7) These roadways will be designed and constructed in accordance with all local, state, and federal laws and regulations. These roadway components include base, sub-base and paving material, curbing, curb and gutters, lighting poles, conduit and fixtures, and sidewalks.

The development is a pedestrian friendly community that will include extensive sidewalks within the right-of-ways. The sidewalks in the rights-of-way will be concrete throughout the entire community. All sidewalks will be ADA compliant, with curb ramps and detectable warnings at every street crossing where there is sidewalk on both sides. The City of Titusville will own and maintain the sidewalks that are located in the public street rights-of-way throughout the development. The CDD will own and maintain the sidewalks located in non-city owned rights-of-way. All sidewalk improvements are eligible for CDD funding.

SANITARY SEWER AND POTABLE WATER UTILITIES

The CDD-funded utilities include the utilities internal to the development, potable water extending along Columbia Boulevard in the road right-of-way to the existing City water main, and sanitary sewer extending along Columbia Boulevard in the road right-of-way to an existing City of Titusville force main. The utilities considered in the report consist of potable water and sanitary sewer, (see Exhibits 8 & 9). The potable water and sanitary sewer systems will be designed in accordance with City of Titusville, Florida Department

of Environmental Protection (FDEP), and Florida Department of Transportation (FDOT). The sewage collection system and potable water distribution system will be owned and maintained by the City of Titusville.

The potable water distribution facilities will include all necessary valves, fire hydrants, and water services to individual lots and development parcels. The potable water system will utilize water provided by the City of Titusville.

The sanitary sewer facilities include a gravity sewer system consisting of pipe and manhole structures in conjunction with four (4) sanitary sewer lift stations. The City of Titusville will accept flow from the system as well as own and maintain it.

PARKS, OPEN SPACE AND AMENITIES

There are various amenities planned throughout the development. The amenities that will be owned and maintained by the CDD may include: club facility, swimming complex, playgrounds, parks, boardwalk, multipurpose courts, open space, walking trails, etc. Any additional amenities reserved for private use, will be funded by the developer and owned/maintained by the HOA.

LANDSCAPE/IRRIGATION AND ENTRANCE FEATURES/HARDSCAPE

The shoulder of the roadways, boulevards, traffic circles and main entrance on State Road 405 and US Highway #1 will be enhanced with first class landscaping. These two main accesses will also include entrance structures and hardscape. Sidewalks will be routed through the landscaping along the roadways. All of the landscaping will be irrigated. The landscaping/irrigation and entrance features/hardscape will be eligible for CDD funding and will be maintained by the CDD.

MITIGATION

The project area contains a small amount of wetlands. They include a few low areas in the southwest corner of the site and along the Addison Creek located along the north area of the site. There will be a small amount of wetland disturbance which will require wetland mitigation.

There are some endangered species located on the site, mostly gopher tortoise. There will be some relocation of these species which will require mitigation.

The development will place wetland areas that are to remain within preservation areas. The maintenance and monitoring of these areas will be the responsibility of the CDD. Mitigation with a SJRWMD/ACOE approved mitigation bank may be eligible for CDD funding.

IV. OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF COSTS

The table below represents the opinion of probable cost for the CDD's public infrastructure projects. This opinion of probable costs includes the estimated infrastructure costs for the aforementioned infrastructure improvements within this report, including, but not limited to, materials, labor, construction, technical services, and contingencies. For new construction all estimates within this report are based on the monetary value of the dollar in 2021 and do not account for any inflation factors.

Infrastructure	Amount
Storm Drainage/Treatment	\$ 6,258,867.00
Roadways - Onsite	\$ 5,727,891.00
Roadways - Offsite	\$ 2,676,082.00
Sanitary Sewer / Potable Water	\$ 12,720,987.00
Parks/Open Spaces/Amenities	\$ 9,907,406.00
Central Amenity	\$ 6,781,250.00
Landscape/Irrigation	\$ 9,561,563.00
Mitigation	\$ 2,187,500.00
Total	\$ 55,821,546.00

The ownership and operation/maintenance entity for each of the infrastructure improvements are shown in the following table:

Proposed Infrastructure Improvements	Funding Entity	Ownership Entity	Operation and Maintenance Entity
Stormwater Management System	CDD	CDD	CDD
Roadways - Onsite	CDD	CDD/City	CDD/City
Road Improvements - Offsite	CDD	State	State
Sanitary Sewer System / Potable Water Distribution System	CDD	City	City
Parks / Open Spaces / Amenities	CDD/DEVELOPER	CDD/HOA	CDD/HOA
Central Amenity	CDD	CDD	CDD
Landscape / Irrigation	CDD	CDD	CDD
Mitigation	CDD	N/A	N/A

PERMITS

Local, state, and federal permits and approvals are required prior to the construction of the aforementioned infrastructure improvements for the proposed development. Permits and permit modifications are considered to be part of the design and permitting process and are applied for as required by various time constraints.

As the engineer of record, HAI certifies that all permits known to be necessary to complete the construction of the infrastructure for the development have been indicated below.

Permitting Agency	Type of Permit
Florida Department of Environmental Protection (FDEP)	Collection/Transmission Wastewater Permit
Florida Department of Environmental Protection (FDEP)	Potable Water/Distribution Permit
St. Johns River Water Management District (SJRWMD)	Environmental Resource Permit
City of Titusville	Land Development Permit
Army Corp of Engineers (ACOE)	ACOE Permit
City of Titusville	Zoning Approval
City of Titusville	Sketch/Preliminary Plat Approval
City of Titusville	Final Plat Approval

CONCLUSION

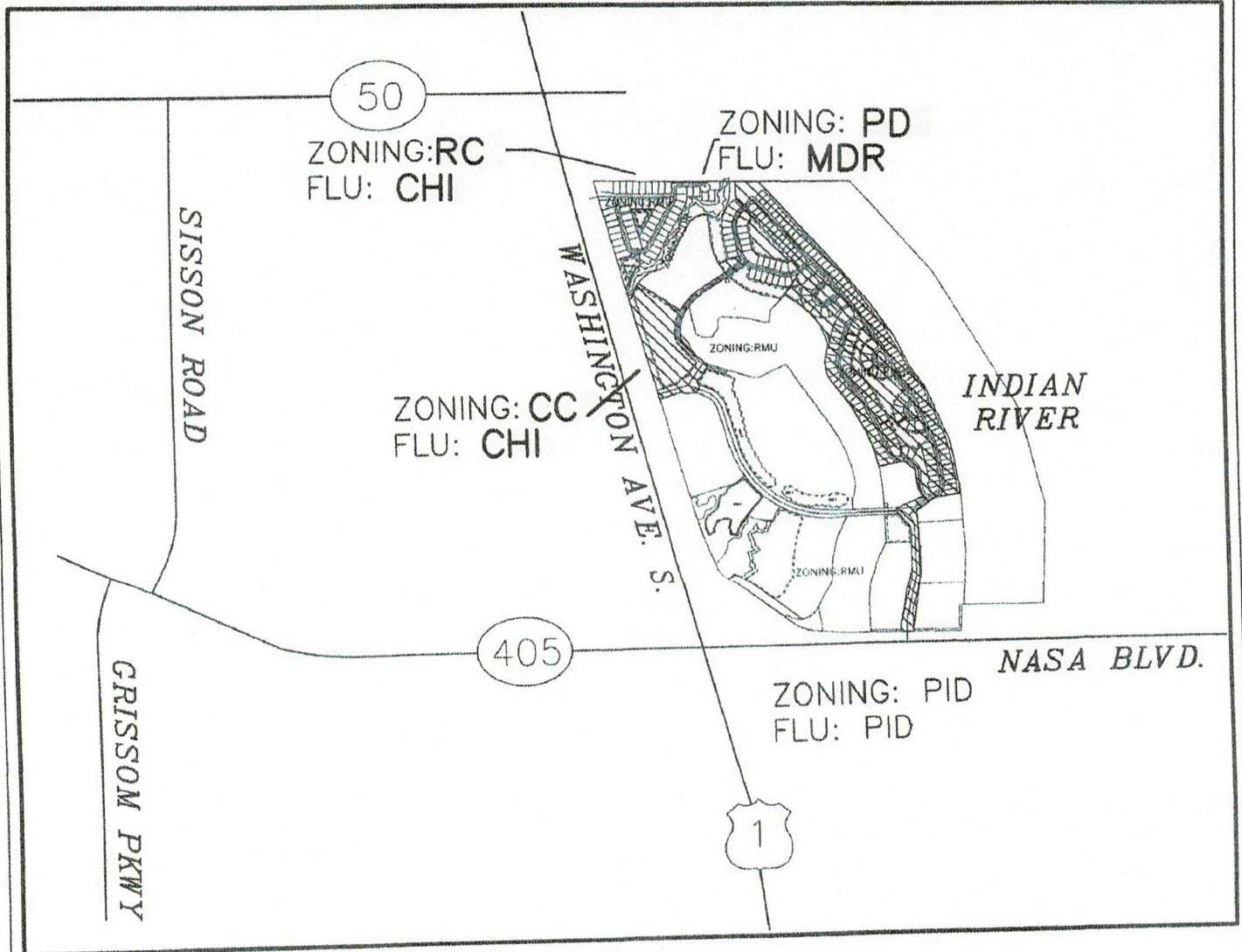
This report summarizes all of the infrastructure improvements necessary to develop the project as required by the applicable governing agencies and good engineering practice. The design of the infrastructure for the development should be in full compliance with all current requirements of the various applicable governing agencies involved, as of the date of permit issuance. The infrastructure presented in this report will serve its intended function to the Tranquility Community Development District assuming substantial compliance with the design and permits issued for Capital Improvement Program from all contractors involved.

It is HAI's professional opinion that the costs associated with the Tranquility Community Development District proposed infrastructure improvements are reasonable.

It should be noted that this opinion of probable infrastructure cost is only an opinion determined by HAI and is not a guaranteed maximum price. These costs were derived from various sources such as historical unit pricing, site contractor bids and HAI's past experience within the infrastructure industry.

Therefore, HAI is of the opinion that the construction of the Capital Improvement Program described in the report for the CDD can be completed at the costs stated in Section IV of this report. However, several unforeseen factors may alter the final cost, which are outside of the control of the CDD, such as future costs of labor, equipment and materials, increased future regulatory actions/measures, and unforeseen changes throughout the actual construction process. Due to these potential circumstances, the actual total final cost may vary from this opinion of probable infrastructure cost.

EXHIBIT 1



VICINITY MAP
N.T.S.

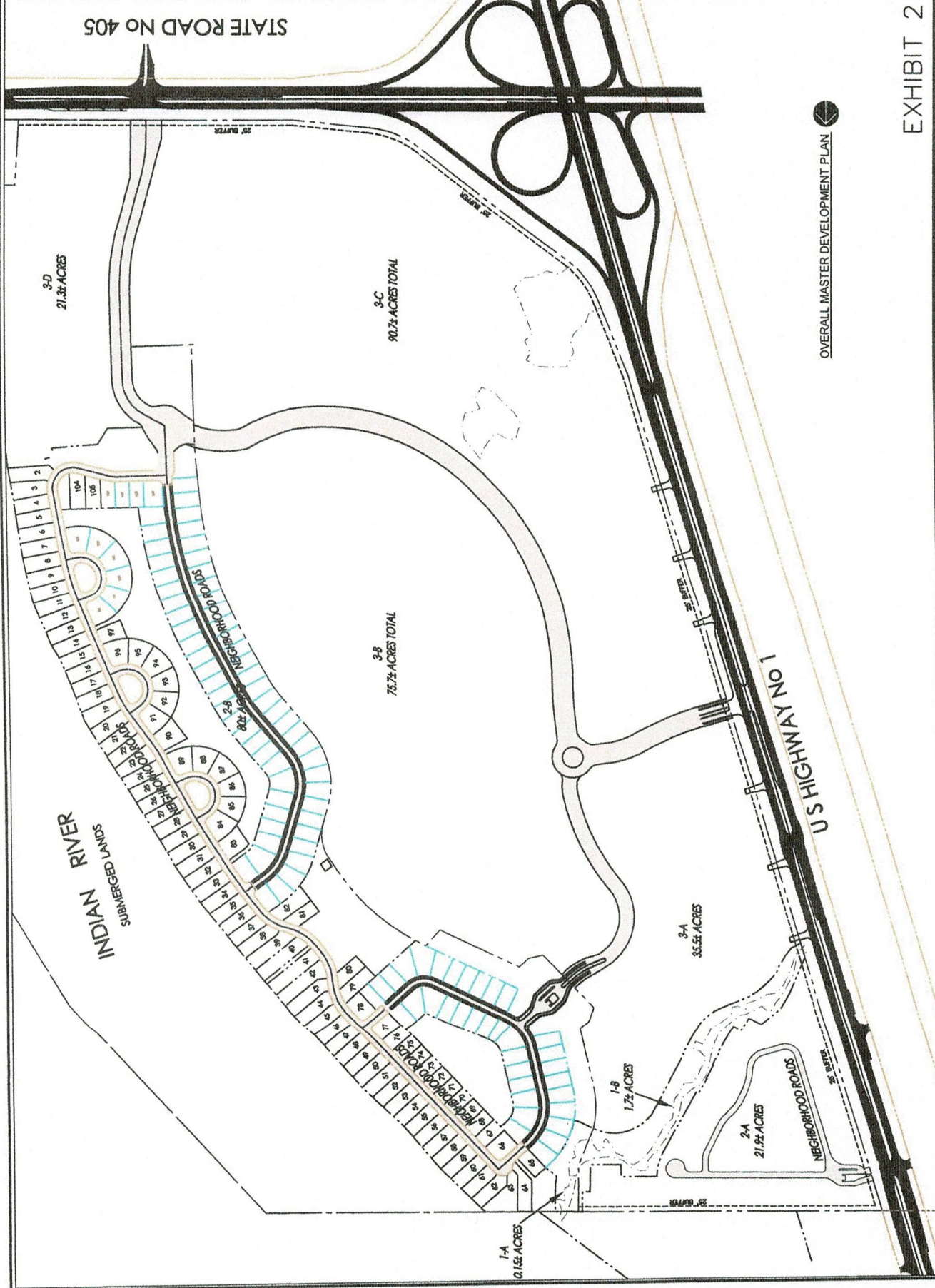
BREVARD COUNTY
SEC: 35 TWN: 22S RNG: 35E
DATUM:
SCALE:

HAI Honeycutt &
Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS
3700 South Washington Avenue - Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847

APPLICANT: _____
DATE: _____
SHEET _____

EXHIBIT 2

OVERALL MASTER DEVELOPMENT PLAN



ROADWAYS
TRANQUILITY SHORES
BREVARD COUNTY
FLORIDA



Honeycutt & Associates, Inc.
ENGINEERS-SURVEYORS-PLANNERS
3700 South Washington Avenue
Tampa, Florida 33610
(813) 287-8233 Fax (813) 289-7847
Certificate of Authorization EB-0007823

DATE: _____
FOR INFORMATIONAL PURPOSES ONLY

NO.	DATE	DESCRIPTION
1	10/1/00	PRELIMINARY PLAN
2	10/1/00	FINAL PLAN
3	10/1/00	AS SHOWN
4	10/1/00	AS SHOWN
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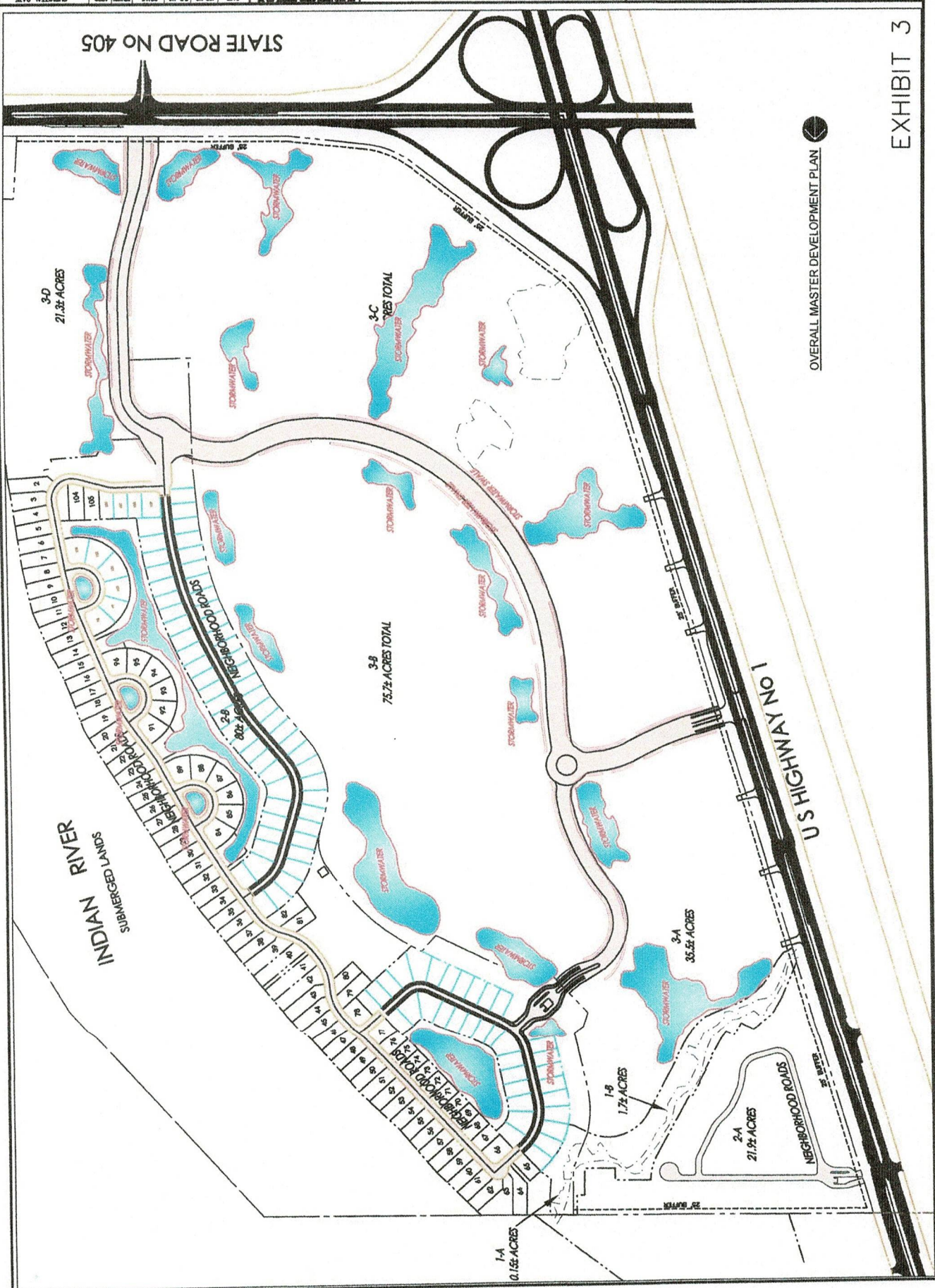
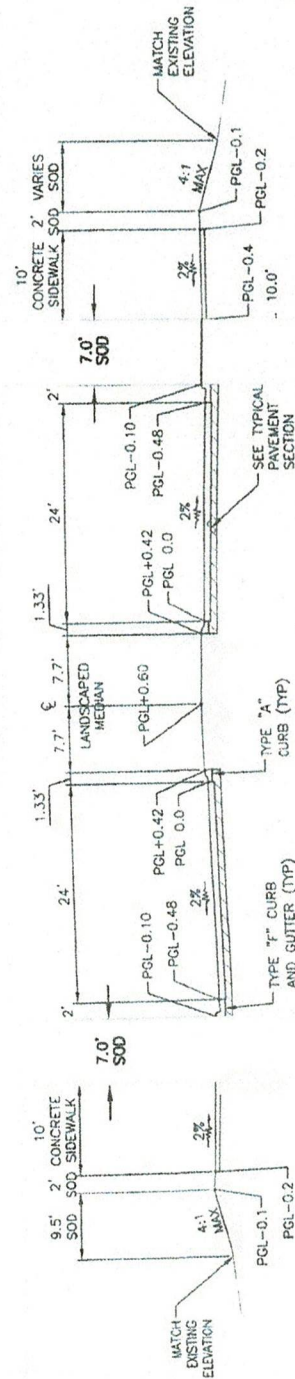


EXHIBIT 5



TYPICAL 4 LANE BOULEVARD SECTION

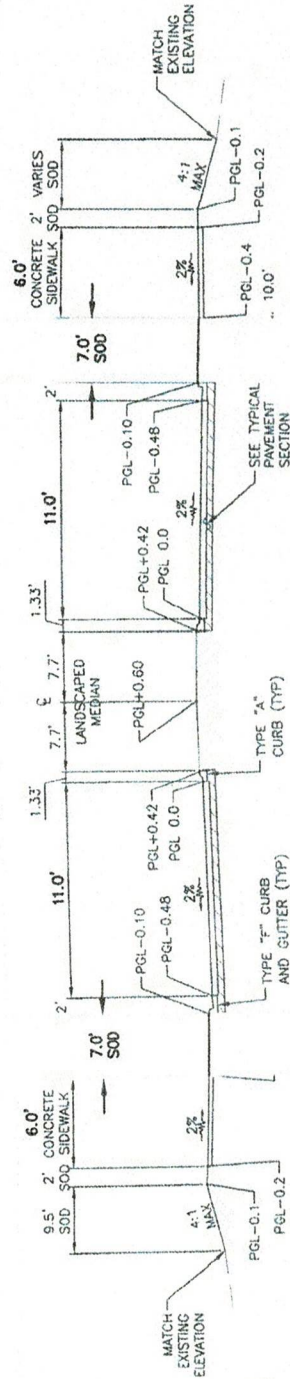
N.T.S.

BREVARD COUNTY
SEC: 35 TWN: 22S RNG: 35E
DATUM:
SCALE:

HAI Honeycutt & Associates, Inc.
ENGINEERS-SURVEYORS-PLANNERS
3700 South Washington Avenue - Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847

APPLICANT:
DATE:
SHEET

EXHIBIT 6



TYPICAL 2 LANE BOULEVARD SECTION

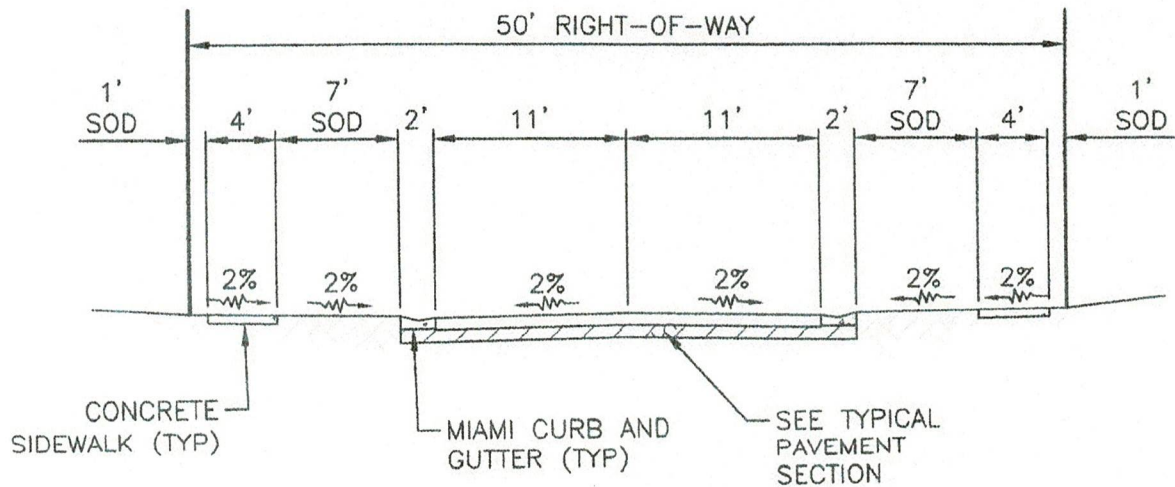
N.T.S.

BREVARD COUNTY
SEC: 35 TWN: 22S RNG: 35E
DATUM:
SCALE:

HAI Honeycutt & Associates, Inc.
ENGINEERS-SURVEYORS-PLANNERS
3700 South Washington Avenue - Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847

APPLICANT:
DATE:
SHEET

EXHIBIT 7



TYPICAL NEIGHBORHOOD ROAD SECTION

NTS

BREVARD COUNTY
 SEC: 35 TWN: 22S RNG: 35E
 DATUM:
 SCALE:

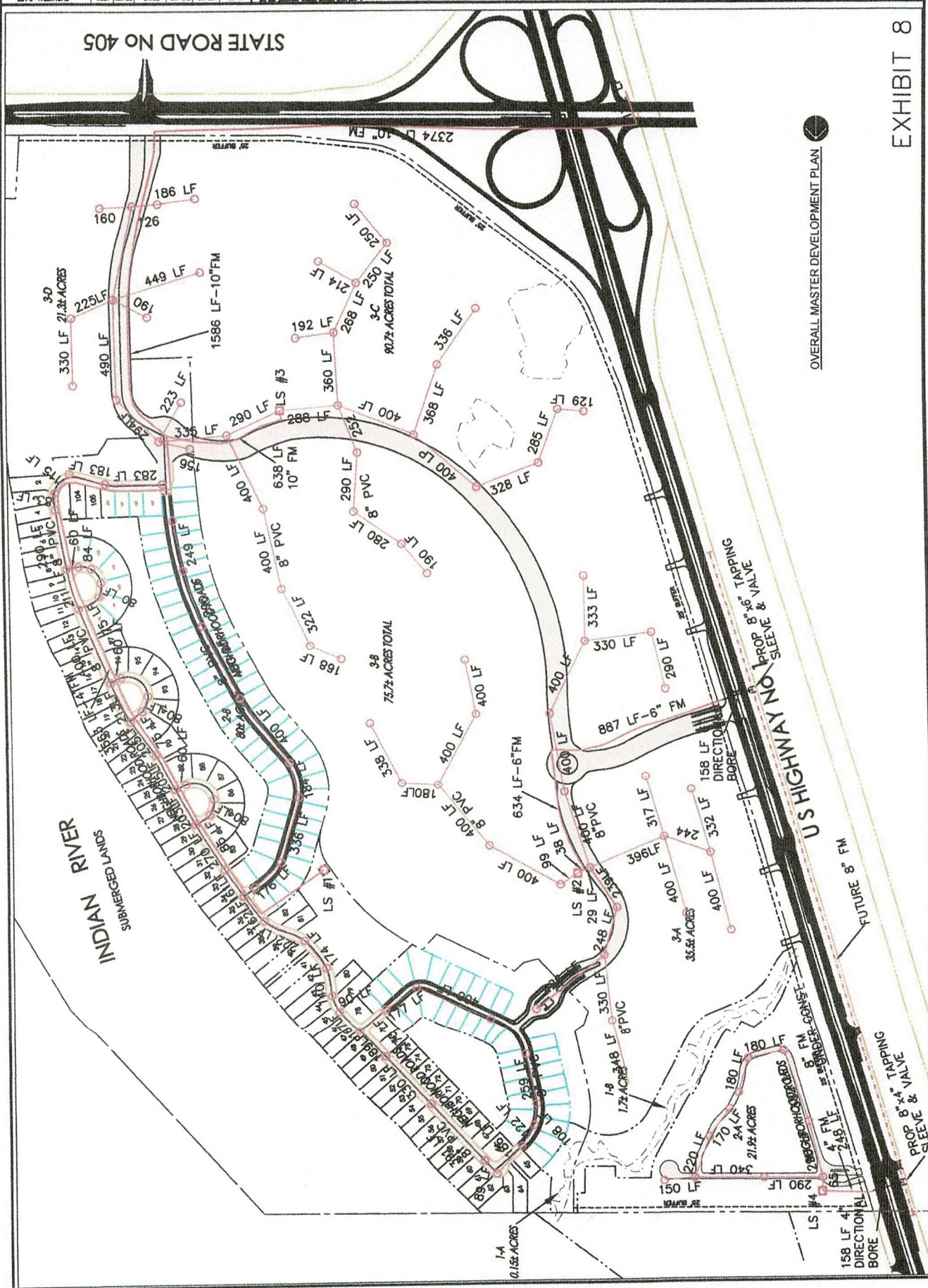
HAI Honeycutt & Associates, Inc.
 ENGINEERS-SURVEYORS-PLANNERS
 3700 South Washington Avenue - Titusville, Florida 32780
 (321) 267-8233 Fax (321) 269-7847

APPLICANT:
 DATE:
 SHEET

BREVARD COUNTY
FLORIDA

Honeycutt & Associates, Inc.
ENGINEERS-SURVEYORS-PLANNERS
 3700 South Washington Avenue
 Miami, Florida 33280
 (321) 267-6233 Fax (321) 268-7847
 Certificate of Authorization EB-0007623

FOR INFORMATIONAL
PURPOSES ONLY

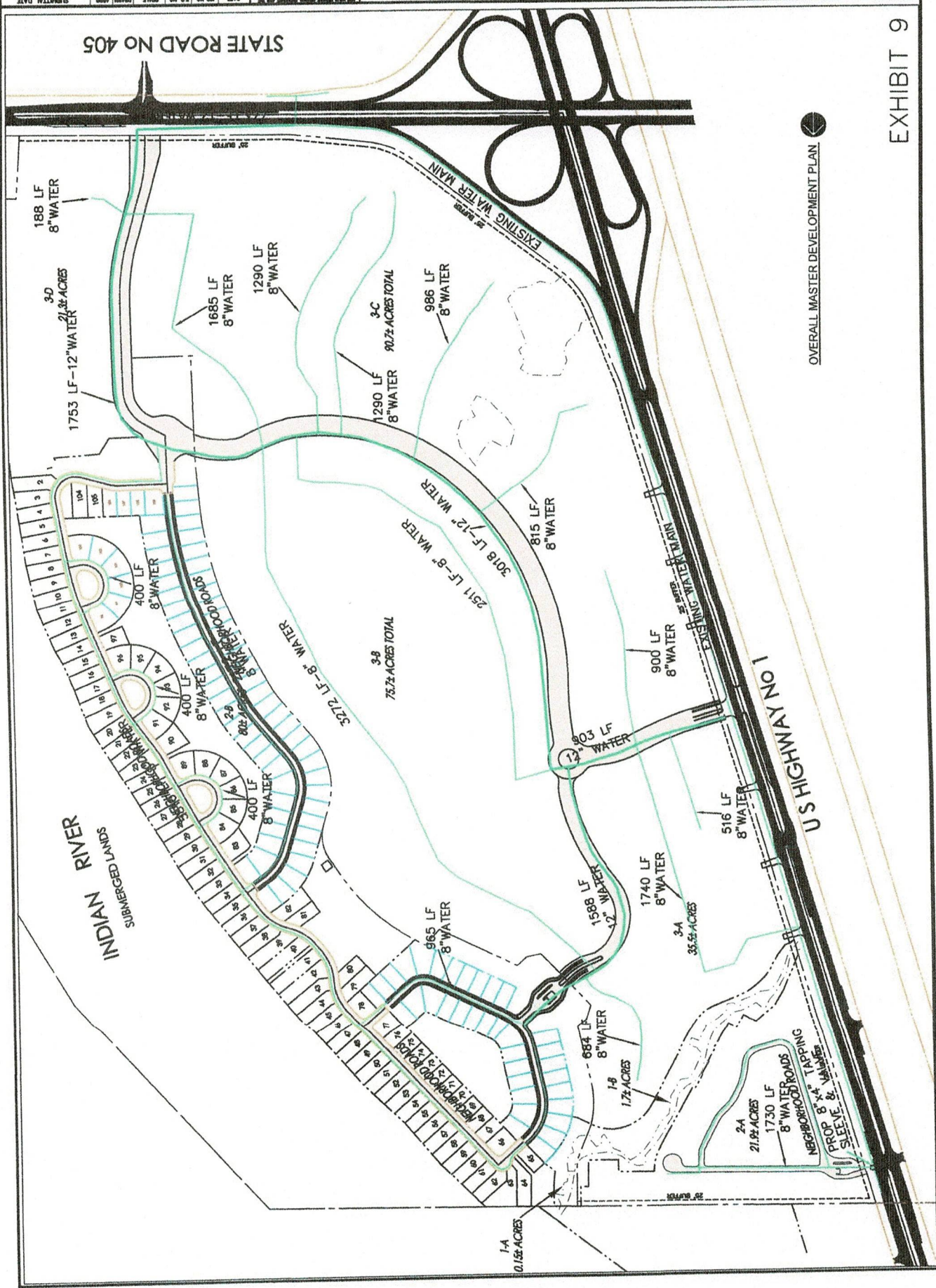
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POTABLE WATER PLAN
TRANQUILITY SHORES
BREVARD COUNTY
FLORIDA

Honeycutt & Associates, Inc.
ENGINEERS-SURVEYORS-PLANNERS
3700 South Washington Avenue
Tampa, Florida 33629
(813) 267-8233 Fax (813) 269-7847
Certificate of Authorization EB-0007623

FOR INFORMATIONAL PURPOSES ONLY
DATE: 11/15/09
PROJECT NO. 09-001

NO.	DATE	BY	REVISION
1	11/15/09	JLB	ISSUED FOR PERMIT
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SECTION VI



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

May 3, 2023

Board of Supervisors
Tranquility Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Tranquility Community Development District, City of Titusville, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tranquility Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSFCL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$2,800 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Tranquility Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Tranquility Community Development District.

By: 

Title: District Manager

Date: 5/3/2023



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



**Peer Review
Program**

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

**Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809**

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

**Peer Review Team
FICPA Peer Review Committee**

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION VII

SECTION C

SECTION 1

Tranquility
Community Development District

Unaudited Financial Reporting
March 31, 2023



Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Capital Projects Fund
4	<hr/>	Month to Month

Tranquility
Community Development District
Combined Balance Sheet
March 31, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Account	\$ 6,726	\$ -	\$ 6,726
Due From Developer	\$ 3,583	\$ -	\$ 3,583
Total Assets	\$ 10,309	\$ -	\$ 10,309
Liabilities:			
Accounts Payable	\$ 3,711	\$ -	\$ 3,711
Total Liabilites	\$ 3,711	\$ -	\$ 3,711
Fund Balance:			
Unassigned	\$ 6,598	\$ -	\$ 6,598
Total Fund Balances	\$ 6,598	\$ -	\$ 6,598
Total Liabilities & Fund Balance	\$ 10,309	\$ -	\$ 10,309

Tranquility
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<u>Revenues:</u>				
Developer Contributions	\$ 136,860	\$ 27,254	\$ 27,254	\$ -
Total Revenues	\$ 136,860	\$ 27,254	\$ 27,254	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 6,000	\$ 600	\$ 5,400
FICA Expense	\$ 900	\$ 450	\$ 46	\$ 404
Engineering	\$ 15,000	\$ 7,500	\$ 575	\$ 6,925
Attorney	\$ 25,000	\$ 12,500	\$ 128	\$ 12,373
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,750	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 20,000	\$ 20,000	\$ 0
Information Technology	\$ 1,800	\$ 900	\$ 900	\$ -
Website Maintenance	\$ 1,200	\$ 600	\$ 2,350	\$ (1,750)
Telephone	\$ 300	\$ 150	\$ -	\$ 150
Postage & Delivery	\$ 1,000	\$ 500	\$ 3	\$ 497
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 500	\$ 0	\$ 500
Legal Advertising	\$ 10,000	\$ 5,000	\$ 181	\$ 4,819
Other Current Charges	\$ 4,000	\$ 2,000	\$ -	\$ 2,000
Office Supplies	\$ 625	\$ 313	\$ 0	\$ 312
Travel Per Diem	\$ 660	\$ 330	\$ -	\$ 330
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 136,860	\$ 61,918	\$ 29,958	\$ 31,959
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (2,705)	
Fund Balance - Beginning	\$ -		\$ 9,303	
Fund Balance - Ending	\$ -		\$ 6,598	

Tranquility
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay - COI	\$ -	\$ -	\$ 300	\$ (300)
Total Expenditures	\$ -	\$ -	\$ 300	\$ (300)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (300)	
Other Financing Sources/(Uses):				
Developer Advances	\$ -	\$ -	\$ 300	\$ 300
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 300	\$ 300
Net Change in Fund Balance	\$ -		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ -	

Tranquility
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 8,758	\$ -	\$ -	\$ -	\$ 14,912	\$ 3,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,254
Total Revenues	\$ 8,758	\$ -	\$ -	\$ -	\$ 14,912	\$ 3,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,254
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	46
Engineering	\$ -	\$ 575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	575
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	128
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,000
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	900
Website Maintenance	\$ 100	\$ 1,850	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,350
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ -	\$ 0	\$ -	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Legal Advertising	\$ -	\$ 181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	181
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total Expenditures	\$ 8,758	\$ 6,090	\$ 3,583	\$ 3,583	\$ 3,587	\$ 4,357	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	29,958
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (6,090)	\$ (3,583)	\$ (3,583)	\$ 11,325	\$ (773)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(2,705)

SECTION 2

Tranquility
Community Development District

Funding Request #8
March 23, 2023

Bill to: Carolina Holdings, LLC

Payee		General Fund FY2023	
1	GMS		
	Inv # 13 - Management Fees - March 2023	\$	3,583.33
		\$	3,583.33
		Total:	\$ 3,583.33

Please make check payable to:

Tranquility Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

**1001 Bradford Way
Kingston, TN 37763**

Invoice #: 13
Invoice Date: 3/1/23
Due Date: 3/1/23
Case:
P.O. Number:

Tranquility CDD
219 E Livingston St.
Orlando, FL 32801

[illegible]

Tranquility
Community Development District

Funding Request #9
April 20, 2023

Bill to: Carolina Holdings, LLC

Payee		General Fund FY2023	
1	GMS Inv # 14-- Management Fees - April 2023	\$	3,607.18
2	Cobb Cole, P.A. Inv # 34608 Corresponded with District/Participated in BOS meeting-March 2023	\$	127.50
		\$	3,734.68
		Total:	\$ 3,734.68

Please make check payable to:

Tranquility Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC #1
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 14
Invoice Date: 4/1/23
Due Date: 4/1/23
Case:
P.O. Number:

Bill To:
Tranquility CDD
219 E Livingston St.
Orlando, FL 32801

310-513-

Description	Hours/Qty	Rate	Amount
Management Fees - April 2023 340		3,333.33	3,333.33
Website Administration - April 2023 352		100.00	100.00
Information Technology - April 2023 361		150.00	150.00
Office Supplies 510		0.15	0.15
Postage 420		3.00	3.00
Copies 425		20.70	20.70



Total	\$3,607.18
Payments/Credits	\$0.00
Balance Due	\$3,607.18

Cobb Cole, P.A.

Post Office Box 2491
Daytona Beach, FL 32115-2491
US
Invoices@cobbcole.com
www.cobbcole.com
O: 3862558171

INVOICE

Number	34608
Issue Date	4/17/2023
Due Date	5/17/2023
Matter	49308 - General Work in Progress
Email	gflint@gmscfl.com

310 - 513 - 315

Bill To:

49308 - Tranquility CDD
c/o GMS-FL, LLC
219 East Livingston Street
Orlando, FL 32801

Time Entries

Time Entries	Billed By	Hours	Sub
Billable 3/2/2023 Corresponded with district.	Nika K Hosseini	0.20	\$51.00
Billable 3/8/2023 Participated in board of supervisors meeting.	Nika K Hosseini	0.30	\$76.50
		0.50	\$127.50

Total (USD)	\$127.50
Paid	\$0.00
Balance	\$127.50
Total Outstanding	\$127.50

Terms & Conditions

Your remaining prepaid credit: 0.00



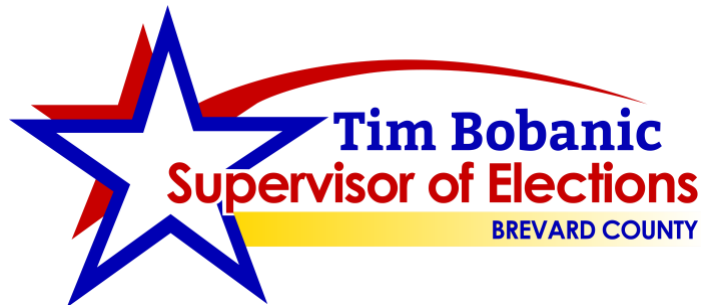
Timekeeper Totals

Name	Rate	Hours	Total
Nika K Hosseini	\$255.00	0.50	\$127.50

Trust Account Balance

Date	Item	Amount	Balance
4/19/2023	Current Balance		\$0.00

SECTION 3



April 17, 2023

Ms. Brittany Brookes, Recording Secretary
219 East Livingston Street
Orlando, Florida 32801

RE: Tranquility Community Development District

Dear Ms. Brookes:

I am writing in response to your request of April 3, 2023 for the number of registered voters within the afore-mentioned communities.

Please be advised our records indicate the number of registered voters as of April 15, 2023 are as follows:

Tranquility Community Development District 0

If you need any additional information, or have any questions, please feel free to contact me at 321.290.8683.

Kind regards,

A handwritten signature in blue ink, appearing to read "Tim Bobanic".

Tim Bobanic

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)

VoteBrevard.gov