

MINUTES OF MEETING

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

**TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Trails Community Development District was held on **Tuesday, September 13, 2016 at 1:00 p.m.** at the Winchester Ridge Amenity Center, located at 15431 Spotted Stallion Trail, Jacksonville, Florida 32234.

Present and constituting quorum include:

| | |
|----------------|---|
| Bob Porter | Board Supervisor, Chairman |
| Glenn Marvin | Board Supervisor, Assistant Secretary |
| Mark Dearing | Board Supervisor, Assistant Secretary |
| Scott Campbell | Board Supervisor, Assistant Secretary (via speakerphone) |

Also present were:

| | |
|------------------|---|
| Melissa Dobbins | District Manager, Rizzetta & Company, Inc. |
| Lesley Gallagher | District Manager, Rizzetta & Company, Inc. |
| Katie Buchanan | District Counsel, Hopping Green & Sams |
| Brian Parks | Vesta, Inc. |
| Kyle Kubik | Yellowstone Landscape |

Audience Members Present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter called the meeting to order at 1:01 p.m. and read roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors' Regular Meeting held
July 12, 2016**

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved minutes of the Board of Supervisors' regular meeting held July 12, 2016 for Trails Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditure for June 2016
and July 2016**

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board ratified the Operations and Maintenance Expenditures for June 2016 in the amount of \$19,928.77 and July 2016 in the amount of \$13,393.81 for Trails Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. Amenity Manager
Mr. Parks noted that a pool pump requires repair, it is under warranty and will be repaired at no cost.
- D. Landscape Report
Mr. Kubik presented his report under Tab 3.
- E. District Manager
Ms. Gallagher reviewed Resolution 2016-11, Designating a Treasurer and Assistant Treasurer (exhibit A).

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board adopted Resolution 2016-11, Designating a Treasurer and Assistant Treasurer for Trails Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Complex Management
Renewal Agreement with Vesta**

The Board approved the Vesta Renewal Proposal for Complex Management at an annual cost of \$34,799.25 for onsite operations manager and \$8,355.00 for facility monitor, totaling \$43,154.25 with a multiyear option reflecting an increase not to exceed 3.5% for Fiscal year 2018 and remain unchanged for Fiscal Year 2019.

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board approved the Vesta Renewal Proposal for Complex Management at an annual cost of \$34,799.25 for onsite operations manager and \$8,355.00 for facility monitor, totaling \$43,154.25 with a multiyear option reflecting an increase not to exceed 3.5% for Fiscal year 2018 and remain unchanged for Fiscal Year 2019 for Trails Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Lake and Fountain
Maintenance Renewal Agreement with
Future Horizons**

The Board approved Lake Maintenance Renewal Agreement with Future Horizons in the amount of \$326.25 per month and Fountain Maintenance Agreement in the amount of \$170.00 per quarter.

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved Lake Maintenance Renewal Agreement with Future Horizons in the amount of \$326.25 per month and Fountain Maintenance Agreement in the amount of \$170.00 per quarter for Trails Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2016-07,
Declaring Vacancies in Certain Seats**

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board adopted Resolution 2016-07, Declaring Vacancies in Certain Seats for Trails Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2016-08,
Designation of a Secretary**

On a Motion by Mr. Dearing, seconded by Mr. Marvin with all in favor, the Board adopted Resolution 2016-08, Designation of a Secretary for Trails Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Dissemination Agent
Agreement**

Ms. Buchanan reviewed the memo from Scott Brizendine and the Dissemination Agent Agreement with Rizzetta and Co. The Board approved in substantial form and authorized the Chairman to execute the final version once approved by district counsel.

On a Motion by Mr. Dearing, seconded by Mr. Marvin with all in favor, the Board approved in substantial form and authorized the Chairman to execute the final version once approved by district counsel for Trails Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2016-09,
Adoption of Policies for the use of Service
Animals**

Ms. Buchanan reviewed Resolution 2016-09, Adoption of Policies for the use of Service Animals.

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, The Board adopted Resolution 2016-09, Adoption of Policies for the use of Service Animals for Trails Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2016-10,
Designating the Date, Time and Location
for Regular Meetings**

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, The Board adopted Resolution 2016-10, Designating the Date, Time and Location for Regular Meetings for Trails Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Professional District
Services Contract (under separate cover)**

Ms. Gallagher reviewed the contract for Professional District Services with Rizzetta and Co., Inc. (exhibit B). The Board approved in substantial form and authorized the Chairman to execute final version after District Counsel approves.

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, The Board approved in substantial form and authorized the Chairman to execute final version after District Counsel approves for Trails Community Development District.

FOURTEENTH ORDER OF BUSINESS

Discussion Regarding SPE Funding

This Business Item was tabled.

FIFTEENTH ORDER OF BUSINESS

**Audience Comments and
Supervisor Requests**

There were no audience comments.

There were no supervisor comments.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board adjourned the meeting at 1:18 p.m. for Trails Community Development District.


Secretary/Assistant Secretary


Chairman/Vice Chairman

Exhibit A

Exhibit A

RESOLUTION 2016-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TRAILS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE
OFFICERS AND COMMUNITY LIAISONS OF THE DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Trails Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Duval County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate a Treasurer and an Assistant Treasurer.

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

Section 1. Bill Rizzetta is appointed Treasurer.

Section 1. Shawn Wildermuth is appointed Assistant Treasurer.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 13th DAY OF SEPTEMBER, 2016.

**TRAILS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Exhibit B

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: October 1, 2016

BETWEEN: **RIZZETTA & COMPANY INCORPORATED**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "Consultant")

AND: **TRAILS COMMUNITY DEVELOPMENT DISTRICT**
2806 North Fifth Street
Unit 403
St. Augustine, Florida 32084

(Hereinafter referred to as "District")

PURPOSE AND SCOPE OF SERVICES:

The purpose of this engagement is for the Consultant to provide professional services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is shown below and a detailed description is provided in **Exhibit A** to this contract.

STANDARD ON-GOING SERVICES:

These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District. A general description of these services is provided below:

MANAGEMENT:

Management services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management.

ADMINISTRATIVE:

Administrative services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, preparation and delivery of agenda packages.

ACCOUNTING:

Accounting services include the preparation and delivery of the district's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

FINANCIAL & REVENUE COLLECTION:

Financial & revenue collection services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

TIME FRAME:

Standard On-Going Services shall be provided on a monthly basis as detailed in this contract.

ADDITIONAL SERVICES:

In addition to the Standard On-Going Services described above or in additional contract agreements between a consultant entity and the District, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such services may include, but are not limited to:

- Meetings: Extended (beyond three (3) hours in length), additional or continued meetings (not including annual budget workshop);
- Financial Reports: Modifications and Certifications to Special Assessment Allocation Report; True-Up Analysis, Re-Financing analysis;
- Electronic communications/e-blasts;
- Special information requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent.

Prior to beginning any additional services above or referenced below, the Consultant will provide a detailed description of these services and fees for such services to the District for approval.

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues. Prior to beginning any litigation support services the Consultant will provide a detailed description of these services and fees for such services to the District for approval.

BOND ISSUANCE SERVICES:

Bond issuance services include all services necessary for the issuance of bonds by the District. Such services will include preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications and closing documents.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, public records requests and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services.

FEES AND EXPENSES:

A schedule of fees for the above described services is shown in **Exhibit B** to the contract. The fees for those services which are not being requested at the time this contract is approved will be provided to the District at such time as those services are required.

Fees for the Standard Ongoing Services may be amended annually and will be reflected in the adopted General Fund Budget of the District. Such amended fees, as authorized by the District's action to adopt the General Fund Budget, shall become a binding schedule of this Contract until otherwise changed by a subsequent action of the District.

In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested. Such request by the Consultant must be approved by the District before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

Out-of-pocket expenses incurred in connection with the performance of the Standard On-Going Services, as described in this contract, are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation

Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, and lodging. Subject to mutual agreement between Consultant and District, these expenses will be invoiced monthly and will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

Fees for services to be billed on an hourly basis will be at our then current standard rates, which will be provided to the District at the time such services are authorized. The hourly rate for these services may be amended from time to time as evidenced by a letter to the District, in advance of such proposed change, indicating the new hourly fee for such services.

PAYMENT TERMS:

Standard On-Going Services:

Will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B** to this contract.

Additional Services:

Will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B** to this contract.

Litigation Support Services:

Will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B** to this contract.

Out-of-Pocket expenses:

Will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

SUSPENSION OF SERVICES FOR NON-PAYMENT:

The Consultant shall have the right to suspend services being provided as outlined in this contract if the District fails to pay Consultant invoices in a timely manner which shall be construed as thirty (30) days from date of the invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes. Consultant shall notify the District, in writing, ten (10) days prior to suspending services.

NON-CONTINGENCY:

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

DISTRICT RESPONSIBILITIES:

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

LIMITATIONS OF RESPONSIBILITIES:

To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any contractor or any of their subcontractors, suppliers or of any other individual or entity performing services as part of this contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing or other similar occurrences.

TERMINATION OF THIS CONTRACT:

This contract may be terminated as follows:

- 1) By the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to Consultant at the address noted herein;
- 2) By the Consultant for "good cause", which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to District at the address noted herein; or
- 3) By the Consultant or District, for any reason, upon provision of a minimum sixty (60) days written notice of termination to the address noted herein;
- 4) Consultant and District shall have the right to immediately terminate this contract if the other engages in illegal activities or actions.

Consultant will be entitled to full compensation, pursuant to the terms of this contract, through the termination date. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS:

- 1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70. F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- 2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney's fees and costs. Including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- 3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.
- 4) This contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
- 5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the contract which shall remain in full force and effect.
- 6) The rights and obligations of the District as defined by this contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this contract by the Consultant.
- 7) Any amendment or change to this contract shall be in writing and executed by all parties to the contract.
- 8) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

The Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive

of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

- 9) The District shall at the expense of the District, provide and maintain public official liability and general liability insurance in an amount not less than one million dollars (\$1,000,000.00).
- 10) The Consultant shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
 - a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect from time to time in Florida.
 - b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
 - c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
 - d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
 - e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
 - f) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of one million dollars (\$1,000,000.00).

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this contract (or otherwise cause the District to not be named as an additional insured where applicable) without sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section prior to contract commencement and upon request.

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 the Consultant 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 Consultant'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 the Consultant, the Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

(Remainder of this page is left blank intentionally)

**CONTRACT FOR PROFESSIONAL DISTRICT SERVICES
TRAILS COMMUNITY DEVELOPMENT DISTRICT**

This contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

RIZZETTA & COMPANY INCORPORATED

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

TRAILS COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

EXHIBIT A

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide for the Public Facilities initial report to the County.
 - 13. Provide for annual update on the Public Facilities report to the County.
 - 14. Provide for the five (5) year Public Facilities report, based on reporting period assigned to the County is located in.
 - 15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 - 16. Provide for submitting the regular meeting schedule of the Board to County.

17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agenda packages for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.

- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Facilitate Banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required

10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Issue lien releases for properties which prepay.
4. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
5. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. Issue estoppel letters as needed for property transfers.

ADDITIONAL SERVICES:

A. Meetings

1. Extended (beyond three (3) hours in length)
2. Additional or continued meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis
 - a) Annually compare current platted and un-platted lots to original development plan to ensure adequate collection of assessment revenue.
 - b) Prepare true-up calculations and invoice property owners for true-up payments as necessary.
3. Re-Financing analysis;

C. Public Records Requests

1. Respond to all public records requests and provide official District records to requesting party on a timely basis;

D. Electronic communications/e-blasts;

E. Special information requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent

I. Continuing Disclosure/Representative/Agent.

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

BOND ISSUANCE SERVICES:

A. Special Assessment Allocation Report

1. Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
2. Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
3. Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

B. Bond Validation

1. Prepare Bond Validation Report determining the "Not-to-exceed" par amount of bonds to be issued by the District. Present to board as part of the Bond Resolution.
2. Provide expert testimony at bond validation hearing in circuit court.

C. Certifications and Closing Documents.

1. Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Financial Consultant.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

A. Issue estoppel letters as needed for property transfers

1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.

B. Bond prepayment processing

1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
2. Maintain collection log showing all parcels that have pre-paid assessments.
3. Prepare, execute and issue release of lien to be recorded in public records.

C. Public records requests

1. Respond to all public records requests and provide official District records to requesting party on a timely basis.