

***SOUTHSHORE BAY
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Meeting***

***Tuesday
March 5, 2019***

10:00 AM

***Metro Development Group
2502 North Rocky Point Drive
Suite 1050
Tampa FL***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

SOUTHSHORE BAY COMMUNITY DEVELOPMENT DISTRICT AGENDA

At Metro Development Group, 2502 N. Rocky Point Dr., Ste. 1050, Tampa FL

District Board of Supervisors	Mike Lawson Doug Draper Lori Price	Chairman Vice Chairman Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	Vivek Babbar	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

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

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

SOUTHSHORE BAY COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: **Tuesday, March 5, 2018**
Time: 10:00 a.m.
Location: Metro Development
2502 N. Rocky Point Drive, Suite 1050
Tampa, Florida 33607

Conference Call No.: (563) 999-2090
Code: 686859#

I. Roll Call

II. Audience Comments

III. Consent Agenda

- A. Approval of the Minutes of the November 6, 2018 Meeting **Exhibit 1**
- B. Acceptance of the December 2018 Financial Statements **Exhibit 2**
- C. Acceptance of the January 2019 Financial Statements **Exhibit 3**

IV. Business Matters

- A. Consideration and Adoption of Resolution 2019-02 Re-Designating Officers **Exhibit 4**
- B. Ratification of Innovative Employer Solutions Service Agreement **Exhibit 5**

V. Staff Reports

- A. District Manager
- B. District Counsel
- C. District Engineer

VI. Supervisor Requests

VII. Adjournment

EXHIBIT 1.

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**MINUTES OF MEETING
SOUTHSHORE BAY
COMMUNITY DEVELOPMENT DISTRICT**

9 The Regular Meeting of the Board of Supervisors of the Southshore Bay Community
10 Development District was held on Tuesday, November 6, 2018 at 10:00 a.m. at the Metro Development
11 Group, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

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FIRST ORDER OF BUSINESS – Roll Call

16 Mr. Cusmano called the meeting to order and conducted roll call.

17 Present and constituting a quorum were:

18 Mike Lawson Board Supervisor, Chairman
19 Doug Draper Board Supervisor, Vice Chairman
20 Lori Price Board Supervisor, Assistant Secretary

21 Also present were:

22 Paul Cusmano District Manager, DPFM Management & Consulting
23 LLC

24 *The following is a summary of the discussions and actions taken at the November 6, 2018 Southshore Bay
25 CDD Board of Supervisors meeting.*

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SECOND ORDER OF BUSINESS – Audience Comments

29 There being none, next item followed.

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THIRD ORDER OF BUSINESS – Consent Agenda

- 33 A. **Exhibit 1:** Approval of the Minutes from the August 23, 2018 Meeting
34 B. **Exhibit 2:** Approval of the Minutes from the September 27, 2018 Meeting
35 C. **Exhibit 3:** Approval of the Minutes from the September 27, 2018 Audit Committee Meeting

36 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
37 approved the Consent Agenda items A-C for the Southshore Bay Community Development District.

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FOURTH ORDER OF BUSINESS – Business Matters

- 41 A. **Exhibit 4:** Consideration and Adoption of Resolution 2019-01; FY 2017-2018 Budget
42 Amendment

43 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted
44 Resolution **2019-01**; FY 2017-2018 Budget Amendment for the Southshore Bay Community
45 Development District.

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FIFTH ORDER OF BUSINESS – Staff Reports

- 49 A. District Manager

50 There being none, next item followed.

- 51 B. District Counsel

52 There being none, next item followed.

44 C. District Engineer

45 There being none, next item followed.

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47 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

48 There being none, next item followed.

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50 **SEVENTH ORDER OF BUSINESS – Adjournment**

51 Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting.

52 There being no new additional items, and upon a motion duly made, seconded and unanimously carried, Mr.

53 Cusmano declared the meeting adjourned.

54 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
55 adjourned the meeting for the Southshore Bay Community Development District.

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

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60 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
61 **meeting held on _____.**

62

Signature

Signature

63

Printed Name

Printed Name

64

65 **Title:** Secretary Assistant Secretary

Title: Chairman Vice Chairman

EXHIBIT 2.

Southshore Bay CDD
Financial Report Summary - General Fund & Construction Fund
12/31/2018

For The Period Ending :	GENERAL FUND 12/31/2018
CASH BALANCE	\$ 24,016
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-
LESS: ACCOUNTS PAYABLE	(9,680)
NET CASH BALANCE	<u>\$ 14,336</u>

GENERAL FUND REVENUE AND EXPENDITURES (FY 2018 YTD):	12/31/2018 ACTUAL YEAR-TO-DATE	12/31/2018 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 32,815	\$ 60,901	\$ (28,086)
EXPENDITURES (YTD)	(17,899)	(25,488)	7,589
NET OPERATING CHANGE	<u>\$ 14,916</u>	<u>\$ 35,413</u>	<u>\$ (20,497)</u>
AVERAGE MONTHLY EXPENDITURES	\$ 5,966	\$ 8,496	\$ 2,530
PROJECTED EOY BASED ON AVERAGE	<u>\$ 71,594</u>	<u>\$ 127,439</u>	<u>\$ 55,845</u>

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	12/31/2018 ACTUAL YEAR-TO-DATE	12/31/2018 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-OFF-ROLL (NET)	21,572	60,901	(39,329)
MISCELLANEOUS REVENUE	11,239	-	11,239
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	17,899	23,050	5,152
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	<u>\$ 17,899</u>	<u>\$ 23,050</u>	<u>\$ 5,152</u>

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES
COMPARISON**

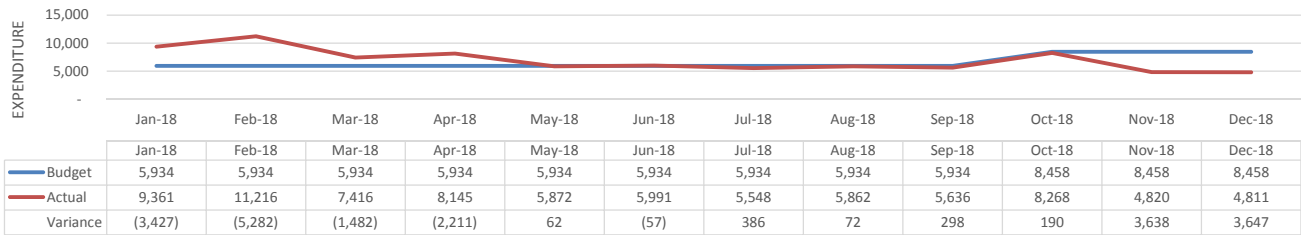


EXHIBIT 3.

Southshore Bay CDD
Financial Report Summary - General Fund & Construction Fund
1/31/2019

For The Period Ending :	GENERAL FUND 1/31/2019
CASH BALANCE	\$ 3,460
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	-
LESS: ACCOUNTS PAYABLE	(1,197)
NET CASH BALANCE	<u>\$ 2,263</u>

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):	1/31/2019 ACTUAL YEAR-TO-DATE	1/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 26,779	\$ 33,834	\$ (7,055)
EXPENDITURES (YTD)	(23,935)	(33,834)	9,899
NET OPERATING CHANGE	<u>\$ 2,844</u>	<u>\$ -</u>	<u>\$ 2,844</u>
AVERAGE MONTHLY EXPENDITURES	\$ 5,984	\$ 8,459	\$ 2,475
PROJECTED EOY BASED ON AVERAGE	\$ 71,805	\$ 135,336	\$ 63,531

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	1/31/2019 ACTUAL YEAR-TO-DATE	1/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-OFF-ROLL (NET)	26,775	33,834	(7,059)
MISCELLANEOUS REVENUE	5	-	5
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	23,935	30,584	6,649
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	<u>\$ 23,935</u>	<u>\$ 30,584</u>	<u>\$ 6,649</u>

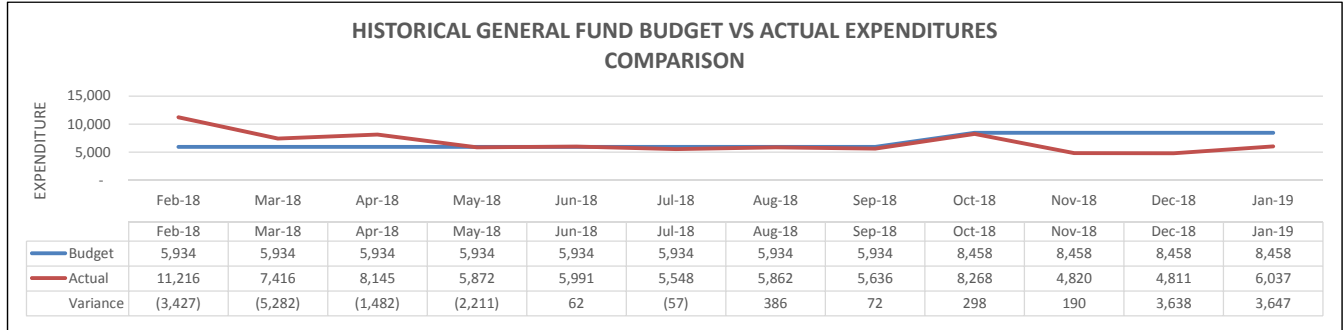


EXHIBIT 4.

EXHIBIT 5.

SERVICE AGREEMENT

Payroll Service

PARTIES

This Agreement is entered into this 21 day of February, 2019 by and between Innovative Employer Solutions, Inc., a Florida corporation (hereafter referred to as "Innovative"), and **Southshore Bay CDD** (hereafter referred to as "Client"), whose respective addresses are set forth on the signature page of this Agreement.

I. TERM OF AGREEMENT

The initial term of this Agreement shall be twelve (12) months (the "Initial Term"). The Initial Term shall commence on the 1st day of April, 2019. Following the completion of the Initial Term, this Agreement shall automatically renew and remain in full force and effect for additional terms of twelve (12) months, and shall remain in effect until either party gives written notice to the other party by delivering written notice of termination, at least THIRTY (30) days in advance. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

II. EMPLOYEES

- A. Client expressly agrees and understands that no employee shall become employed by Innovative or covered by Innovative's workers' compensation as Innovative is only providing payroll service as defined below in III. Innovative's Responsibilities.

III. INNOVATIVE'S RESPONSIBILITIES

- A. Based on information supplied by client, Innovative shall prepare and distribute payroll checks to client's employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax. Innovative shall maintain necessary records and comply with reporting procedures and will report and file such taxes utilizing client's tax identification numbers.

IV. CLIENT RESPONSIBILITIES

- A. Client assumes full responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.

V. SERVICE FEES

- A. For services to be rendered under this Agreement, Innovative shall be entitled to service fees and other fees as specified on Exhibit A hereto titled "Fee Schedule." All funds due Innovative are payable prior to Innovative's issuance of payroll checks each pay period and shall be paid to Innovative following the end of each pay period, no later than TWO (2) business days prior to the date paychecks are to be distributed to assigned employees. A late payment charge of one and one-half percent (1-1/2%) will be added to all accounts not paid when due. Checks returned unpaid from Client's bank will be subject to the late payment charge plus any additional costs incurred by Innovative. An unpaid balance will also be subject to periodic charge of one and one-half percent (1-1/2%) per calendar month (or such maximum lesser interest amount if set by applicable law at a lower amount) until paid in full.
- B. Should Client require additional services not included in this Agreement, the fee for any such additional services shall be negotiated and paid separately.

VI. INDEMNIFICATIONS

- A. Client hereby unconditionally indemnifies, holds harmless, protects and defends Innovative, and all subsidiary, affiliate, related, and parent companies, their current and former respective shareholders, employees, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "Innovative Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort that are not due to the negligence of Innovative.
- B. Innovative hereby unconditionally indemnifies, holds harmless, protects and defends Client, and all subsidiary, affiliate and parent companies, their shareholders, employees, attorneys, officers, directors, agents and representatives from and against any and all claims, demands, damages, injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and other consequences of any sort, arising out of the negligent or willful failure of any employee employed by Innovative.

- C. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

VII. EFFECT OF TERMINATION

- A. If for any reason payment is not made when due, Client agrees that Innovative will have the right to immediately terminate its performance hereunder, withhold services, and/or bring suit seeking damages. If for any reason (whether or not required by applicable law) Innovative makes any payment to any of the employees after this Agreement has been terminated, Innovative shall be entitled to full reimbursement for such expenses associated with such payment.
- B. Innovative may also terminate this Agreement if, at any time, Innovative in its sole discretion determines that a material adverse change has occurred in the financial condition of Client, or that Client is unable to pay its debts as they become due in the ordinary course of business. Such termination or expiration shall not relieve Client of any obligation set forth herein, including but not limited to its payment obligations to Innovative. In addition, Innovative may at any time immediately terminate this Agreement or withhold its services in the event of a material breach by Client of any of the terms of this Agreement.

VIII. GENERAL PROVISIONS

- A. This Agreement is assignable by Innovative at its sole discretion.
- B. This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in the applicable court in Pinellas County, Florida.
- D. In the event of any lawsuit or other proceeding to enforce the provisions of this Agreement, any party who shall substantially prevail in such litigation shall be entitled to an award of its costs and reasonable attorney's fees incurred at all levels of proceedings.
- E. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

AGREED TO:

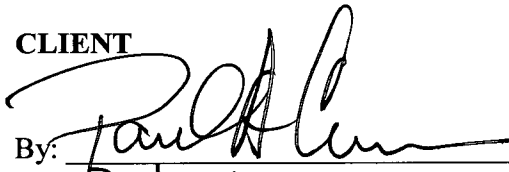
INNOVATIVE EMPLOYER SOLUTIONS, INC

By: _____
(Date)

635 93rd Ave N
St Petersburg, FL 33712

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated therein are true. In addition, the foregoing Agreement is agreed to.

CLIENT

By:  _____ 2/21/19
District manager (Date)

250 International Pkwy Suite 280
Lake Mary, FL 32746

Exhibit A
Payroll Service Fees

\$49.00 per invoice processed. Delivery fee of \$8.00 for the delivery of payroll to DPGF. No delivery fee for payrolls delivered to DPGF in groups of two or more.

The New Account Set Up Fee is **waived**.

The New Employee Setup Fee is **waived**.

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.