

Meadow Pointe Community Development District

Board of Supervisors

Michael Smith, Chairman

Alicia Willis, Vice-Chairman

Kelly L. Garvin, Assistant Secretary

Lutfi Jadallah, Assistant Secretary

Nathaniel Kirkland, Assistant Secretary

Mark Vega, District Manager

Dana Collier, District Counsel

Tonja Stewart, District Engineer

Keith Fisk, Operations Manager

David Wenck, Inframark

Regular Meeting Agenda

Thursday, February 17, 2022 7:00 P.M.

Meeting URL: <https://us02web.zoom.us/j/3797970647>

Meeting ID: 379 797 0647

If you do not have a way to join Zoom via a device connected to the internet you can also call into the meeting

Dial In (646)558- 8656

A hybrid meeting procedure using media technology communications to allow audience members to attend via ZOOM.

Regular Meeting Agenda

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments (3) Minute Time Limit
4. Consent Agenda
 - A. Approval of Minutes of the 1.20.22 Meeting
 - B. Approval of Minutes of the 2.3.22 Meeting
 - C. Acceptance of the December 31, 2021 Financials
5. Deed Restriction and Architectural Review Matters
6. Discussion of Third-Party Deed Restriction Enforcement
7. Discussion and Approval of Inframark Contract Correction
8. District Counsel Report
9. District Engineer Report
10. District Manager Report
11. Operations Matters
12. Community Council Update
13. Supervisor Comments
14. Adjournment

Note: The next meeting is scheduled for March 3, 2022 No meeting scheduled for March 17, 2022

Meeting Location:

Meadow Pointe Community Park, Clubhouse A, 28245 County Line Road Wesley Chapel, FL 33544

MINUTES OF MEETING MEADOW POINTE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow Pointe Community Development District was held Thursday, January 20, 2022 at 7:00 p.m. at the Meadow Pointe Community Park, Clubhouse A 28245 County Line Road Wesley Chapel, FL 33544 and residents attended via Zoom at <https://us02web.zoom.us/j3797970647>, and Meeting ID: 379 797 0647

Present and constituting a quorum were:

Michael Smith	Chairman
Alicia Willis	Vice Chair
Kelly L. Garvin	Assistant Secretary
Lutfi Jadallah	Assistant Secretary

Also Present:

Mark Vega	District Manager
Residents	

The following is a summary of the discussions and actions taken at the January 20, 2022 Board of Supervisors meeting.

Audit Committee Meeting Agenda

1. Roll Call
Four committee members (Board members) were present.
2. Ranking of Audit Firm Proposals
The committee recommends accepting the proposal from Berger, Toombs, Elam, Gaines & Frank
3. Adjournment
The audit committee adjourned at 7:04 P.M.

Regular Meeting Agenda

FIRST ORDER OF BUSINESS

Four Board members were present.

Call to Order and Roll Call

SECOND ORDER OF BUSINESS

Pledge of Allegiance

THIRD ORDER OF BUSINESS

Audience Comments-Remote

Audience comments are permitted on any matter being discussed by the Board. In order to maintain order and in the interest of time and fairness to other speakers, each speaker must be recognized by the Chair and comments are limited to three minutes per person. This time may be extended at the discretion of the Chair. Only one person may speak at a time.

Comments received.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of Minutes of the November 18, 2021 Meeting
- B. Approval of Minutes of the December 2, 2021 Meeting
- C. Minutes of the Workshop Meeting Held 12.16.21
- D. Approval of Minutes of the 1.6.2022 Meeting
- E. Acceptance of the November 30, 2021 Financials

On MOTION by Mr. Smith seconded by Ms. Garvin with all in favor, the consent agenda items A through E were approved as amended. 4/0

FIFTH ORDER OF BUSINESS

No new review matters.

Deed Restriction and Architectural Review Matters**SIXTH ORDER OF BUSINESS**

Not present.

District Counsel Report**SEVENTH ORDER OF BUSINESS**

Not present.

District Engineer Report**EIGHTH ORDER OF BUSINESS****District Manager Report****A. Update on the Reserve Study**

Mr. Vega updated the Board that the Reserve company is finishing the report, but it needed the pond report to complete the Reserve Study.

B. Authorization to Enter into a Contract with the Selected Audit Firm

On MOTION by Ms. Willis seconded by Ms. Garvin with all in favor, accepting the audit committee's recommendation to accept the audit proposal from Berger, Toombs, Elam, Gaines and Frank for auditing services for fiscal year ending September 30, 2021 with a 2 year renewal for 2022 and 2023 was approved. 4/0

NINTH ORDER OF BUSINESS**Operations Matters**

None

TENTH ORDER OF BUSINESS**Community Council Update**

Mr. Dennis Costa updated the Board on the wine tasting event.

ELEVENTH ORDER OF BUSINESS Supervisor Comments

Ms. Willis reported the community yard sale is scheduled for April 23rd, the same day as Meadow Pointe 2 CDD.

Mr. Jadallah noted he is not receiving the Monthly Invoice Statement Summary in the folder anymore.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Garvin seconded by Ms. Willis with all in favor, the meeting was adjourned at 7:46 P.M. 4/0

Minutes of Meeting Meadow Pointe Community Development District

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The regular meeting of the Board of Supervisors of the Meadow Pointe Community Development District was held Thursday, February 3, 2022 at 7:00 p.m. at the Meadow Pointe Community Park, Clubhouse A 28245 County Line Road Wesley Chapel, FL 33544 and residents attended via Zoom at <https://us02web.zoom.us/j3797970647>, and Meeting ID: 379 797 0647

Present and constituting a quorum were:

Michael Smith, Chairman

Alicia Willis, Vice-Chairman

Kelly L. Garvin, Assistant Secretary

Lutfi Jadallah, Assistant Secretary

Nathaniel Kirkland, Assistant Secretary

Also Present Remotely:

Residents

The following is a summary of the discussions and actions taken at the February 3, 2022 Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

SECOND ORDER OF BUSINESS

Pledge of Allegiance

THIRD ORDER OF BUSINESS

Audience Comments

Audience comments are permitted on any matter being discussed by the Board. In order to maintain order and in the interest of time and fairness to other speakers, each speaker must be recognized by the Chair and comments are limited to three minutes per person. This time may be extended at the discretion of the Chair. Only one person may speak at a time. Although Supervisors may not necessarily respond to the comments, they will be taken into consideration by the Supervisors.

None

FOURTH ORDER OF BUSINESS

Deed Restriction and Architectural Review Matters

None.

FIFTH ORDER OF BUSINESS

Amended and Restated Management Services Master Agreement

Comments and questions were discussed by the Board regarding the amended agreement and were forwarded to the District Manager to be answered prior to the next meeting.

SIXTH ORDER OF BUSINESS**Operations Matters**

Mr. Jadallah questioned pond maintenance invoices, additional \$285 added to invoices for outfall structure.

- The mulch proposal was approved.
- Median proposals to move forward following budget review with District Manager.
- Pinedale Park proposal same.

Ms. Willis requested obtaining quotes for a third-party pressure washing service to get fences cleaned more quickly.

Mr. Jadallah requested having the fence along BBD pressure washed and trees trimmed back over the fence.

SEVENTH ORDER OF BUSINESS**Community Council Update**

The council will be starting monthly food truck events to be coordinated with Keith Fisk

EIGHTH ORDER OF BUSINESS**Supervisor Comments**

None

NINTH ORDER OF BUSINESS**Adjournment**

There being no further business to discuss, the meeting adjourned.

Balance Sheet
December 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	RESIDENTIAL SERVICES FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 1,157,406	\$ -	\$ 1,157,406
Cash On Hand/Petty Cash	300	-	300
Due From Other Funds	-	230,445	230,445
Investments:			
Money Market Account	798,239	-	798,239
Prepaid Items	12,238	-	12,238
Utility Deposits - TECO	18,775	-	18,775
TOTAL ASSETS	\$ 1,986,958	\$ 230,445	\$ 2,217,403
<u>LIABILITIES</u>			
Accounts Payable	\$ 100,622	\$ 26,594	\$ 127,216
Accrued Taxes Payable	2	-	2
Sales Tax Payable	32	-	32
Due To Other Funds	230,445	-	230,445
TOTAL LIABILITIES	331,101	26,594	357,695
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	12,238	-	12,238
Deposits	18,775	-	18,775
Assigned to:			
Operating Reserves	262,932	43,679	306,611
Unassigned:			
	1,361,912	160,172	1,522,084
TOTAL FUND BALANCES	\$ 1,655,857	\$ 203,851	\$ 1,859,708
TOTAL LIABILITIES & FUND BALANCES	\$ 1,986,958	\$ 230,445	\$ 2,217,403

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 2,500	\$ 625	\$ 493	\$ (132)	19.72%
Special Assmnts- Tax Collector	1,119,333	1,056,065	1,050,722	(5,343)	93.87%
Special Assmnts- Discounts	(44,773)	(42,242)	(42,018)	224	93.85%
Other Miscellaneous Revenues	500	125	1,224	1,099	244.80%
Access Cards	1,000	250	650	400	65.00%
Amenities Revenue	5,000	1,250	1,617	367	32.34%
TOTAL REVENUES	1,083,560	1,016,073	1,012,688	(3,385)	93.46%

EXPENDITURES**Administration**

P/R-Board of Supervisors	24,000	6,000	5,800	200	24.17%
FICA Taxes	1,836	459	444	15	24.18%
ProfServ-Engineering	10,000	2,500	6,151	(3,651)	61.51%
ProfServ-Legal Services	10,000	2,500	2,748	(248)	27.48%
ProfServ-Mgmt Consulting	64,483	16,121	16,121	-	25.00%
ProfServ-Property Appraiser	150	-	-	-	0.00%
ProfServ-Recording Secretary	1,500	375	375	-	25.00%
Auditing Services	5,200	2,600	-	2,600	0.00%
Website Hosting/Email services	-	-	1,553	(1,553)	0.00%
Postage and Freight	2,000	500	130	370	6.50%
Insurance - General Liability	35,288	17,644	28,734	(11,090)	81.43%
Printing and Binding	1,500	375	1	374	0.07%
Legal Advertising	1,100	275	190	85	17.27%
Miscellaneous Services	100	25	86	(61)	86.00%
Misc-Assessment Collection Cost	22,387	21,051	20,174	877	90.11%
Misc-Reserve Study	-	-	1,950	(1,950)	0.00%
Misc-Taxes	3,300	3,300	2,298	1,002	69.64%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	183,019	73,900	86,930	(13,030)	47.50%

Field

Contracts-Landscape	144,019	36,005	36,005	-	25.00%
Contracts-Landscape Consultant	6,720	1,680	1,680	-	25.00%
Utility - General	20,000	5,000	3,092	1,908	15.46%
R&M-General	36,000	9,000	75,200	(66,200)	208.89%
R&M-Irrigation	10,000	2,500	450	2,050	4.50%
R&M-Lake	25,000	6,250	3,930	2,320	15.72%
R&M-Landscape Renovations	20,000	5,000	7,168	(2,168)	35.84%
R&M-Mulch	13,000	3,250	-	3,250	0.00%
Cap Outlay-Machinery and Equip	5,000	1,250	-	1,250	0.00%
Total Field	279,739	69,935	127,525	(57,590)	45.59%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Road and Street Facilities</u>					
Electricity - Streetlights	150,000	37,500	35,417	2,083	23.61%
Total Road and Street Facilities	150,000	37,500	35,417	2,083	23.61%
<u>Parks and Recreation - General</u>					
Payroll-Salaries	240,000	60,000	57,823	2,177	24.09%
FICA Taxes	18,360	4,590	4,411	179	24.03%
Life and Health Insurance	9,000	2,250	-	2,250	0.00%
Workers' Compensation	8,611	2,153	4,057	(1,904)	47.11%
Communication - Telephone	6,000	1,500	1,746	(246)	29.10%
Utility - General	40,000	10,000	9,019	981	22.55%
R&M-General	40,000	10,000	4,074	5,926	10.19%
R&M-Mulch	5,000	1,250	-	1,250	0.00%
Misc-News Letters	11,000	2,750	-	2,750	0.00%
Op Supplies - General	60,000	15,000	17,127	(2,127)	28.55%
Subscriptions and Memberships	1,000	250	-	250	0.00%
Capital Outlay	246,873	61,718	3,788	57,930	1.53%
Total Parks and Recreation - General	685,844	171,461	102,045	69,416	14.88%
TOTAL EXPENDITURES	1,298,602	352,796	351,917	879	27.10%
Excess (deficiency) of revenues Over (under) expenditures	(215,042)	663,277	660,771	(2,506)	-307.28%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	(215,042)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(215,042)	-	-	-	0.00%
Net change in fund balance	\$ (215,042)	\$ 663,277	\$ 660,771	\$ (2,506)	-307.28%
FUND BALANCE, BEGINNING (OCT 1, 2021)	995,086	995,086	995,086		
FUND BALANCE, ENDING	\$ 780,044	\$ 1,658,363	\$ 1,655,857		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%
Special Assmnts- Tax Collector	152,670	144,041	143,312	(729)	93.87%
Special Assmnts- Discounts	(6,107)	(5,761)	(5,731)	30	93.84%
TOTAL REVENUES	146,563	138,280	137,581	(699)	93.87%
EXPENDITURES					
Administration					
ProfServ-Administrative	2,100	525	975	(450)	46.43%
ProfServ-Legal Services	7,000	1,750	2,985	(1,235)	42.64%
Misc-Assessment Collection Cost	3,053	2,871	2,752	119	90.14%
Office Supplies	3,000	750	323	427	10.77%
Total Administration	15,153	5,896	7,035	(1,139)	46.43%
Garbage/Solid Waste Services					
Utility - Refuse Removal	159,564	39,891	39,891	-	25.00%
Total Garbage/Solid Waste Services	159,564	39,891	39,891	-	25.00%
TOTAL EXPENDITURES	174,717	45,787	46,926	(1,139)	26.86%
Excess (deficiency) of revenues Over (under) expenditures	(28,154)	92,493	90,655	(1,838)	-322.00%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(28,154)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(28,154)	-	-	-	0.00%
Net change in fund balance	\$ (28,154)	\$ 92,493	\$ 90,655	\$ (1,838)	-322.00%
FUND BALANCE, BEGINNING (OCT 1, 2021)	113,196	113,196	113,196		
FUND BALANCE, ENDING	\$ 85,042	\$ 205,689	\$ 203,851		

Meadow Pointe

Community Development District

Non-Ad Valorem Special Assessments (Pasco County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2022

					ALLOCATION	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Assessments	Residential Services Fund Assessments
Assessments Levied				\$1,272,004	\$ 1,119,334	\$ 152,670
Allocation %				100%	88.00%	12.00%
11/04/21	\$ 9,566	\$ 507	\$ 195	\$ 10,269	\$ 9,036	\$ 1,233
11/12/21	\$ 46,029	\$ 1,957	\$ 939	\$ 48,925	\$ 43,053	\$ 5,872
11/15/21	\$ 81,818	\$ 3,478	\$ 1,670	\$ 86,966	\$ 76,528	\$ 10,438
12/02/21	\$ 700,043	\$ 29,753	\$ 14,287	\$ 744,083	\$ 654,776	\$ 89,307
12/09/21	\$ 230,967	\$ 9,820	\$ 4,714	\$ 245,500	\$ 216,035	\$ 29,466
12/17/21	\$ 54,936	\$ 2,233	\$ 1,121	\$ 58,291	\$ 51,294	\$ 6,996
TOTAL	\$ 1,123,359	\$ 47,749	\$ 22,926	\$ 1,194,034	\$ 1,050,722	\$ 143,312
% COLLECTED					94%	94%
TOTAL OUTSTANDING					\$ 77,970	\$ 9,358

Meadow Pointe

Community Development District

Cash and Investment Report

December 31, 2021

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>
GENERAL FUND				
* Checking Account - Operating	SouthState	0.00%	n/a	1,146,209
Checking Account - Operating	Regions	0.00%	n/a	11,197
		Subtotal		<u>1,157,406</u>
Petty Cash		0.00%	n/a	300
Money Market Account	Bank United	0.15%	n/a	96,427
Money Market Account	Valley National	0.25%	n/a	672,956
Money Market Account	BB&T	0.01%	n/a	28,856
		Subtotal		<u>798,239</u>
		Total		<u>\$ 1,955,945</u>

* \$750,000 was transferred to Valley National MMA in January.

Meadow Pointe

Community Development District

Cash Receipts Schedule
December 31, 2021

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Misc. Income</u>	<u>Other</u>	<u>Description</u>
10/04/21	Clubhouse Refund- Rental Cancel	(100)	(100)		
10/07/21	Fobs	313	313		
10/12/21	Sales tax collection allowance	3	3		
11/04/21	Tax Collector	9,036		9,036	See assessment collection worksheet
11/11/21	Clubhouse Refund - Rental Cancel	(200)	(200)		
11/11/21	Clubhouse Rental	810	810		
11/11/21	Membership / Agreement School Board	607	607		
11/11/21	Fobs / Parking	233	233		
11/12/21	Tax Collector	43,053		43,053	See assessment collection worksheet
11/15/21	Tax Collector	76,528		76,528	See assessment collection worksheet
12/02/21	Tax Collector	654,776		654,776	See assessment collection worksheet
12/09/21	Tax Collector	216,035		216,035	See assessment collection worksheet
12/13/21	Clubhouse Rental	500	500		
12/13/21	Fobs	164	164		
12/17/21	Tax Collector	51,294		51,294	See assessment collection worksheet
12/17/21	Sales tax collection allowance	3	3		
12/21/21	Fines / American Homes	1,159	1,159		
Total		1,054,214	3,492	1,050,722	

AMENDED AND RESTATED MANAGEMENT SERVICES MASTER AGREEMENT

This **Amended and Restated Management Services Master Agreement** (the “Agreement”) is made this ____ day of February, 2022, between:

- 1) **Meadow Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the “District”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 210 N. University Dr., Suite 702, Coral Springs, FL 33071 (hereinafter the “Service Company”)

BACKGROUND

The District and Service Company entered into a Management Advisory Services Agreement dated November 1, 1991 for Service Company to provide management services, which was subsequently amended (the “Original Agreement”);

The Association and Services Company now desire to amend and restate the Original Agreement to provide **for Management Service and Compliance Inspection Services, and as provided herein.**

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be for an initial period of one (1) year effective on the date executed by the second party hereto, and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, sixty (60) days prior to the renewal date.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement is for Management Services and Compliance Inspection Services and may be terminated by either party with sixty (60) days written notice to the other party. The parties agree that the District may terminate the Compliance Inspection Services portion of this Agreement only upon seven (7) days written notice to the Service Company.

1.4 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.5 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.6 If District incurs costs for damages due to a default of the Service Company that results in termination of this Agreement, District may deduct such costs or damages from the final payment due to Service Company. Such deduction will not exceed the final payment owed to Service Company and will constitute full and final settlement between District and Service Company for all claims against Service Company by District and a release by District of any and all further claims against Service Company.

1.7 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY’S SERVICES

2.1 Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the “Services”).

2.2 In the event the District is an established and previously operating entity on the date of this Agreement, the District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company’s services:

- 2.2.1 All financial books and records of the District;
- 2.2.2 All bank statements of all accounts of the District;
- 2.2.3 Copies of all contracts and agreements to which District is a party;
- 2.2.4 Copies of all minutes, resolutions and other official actions of the District; and
- 2.2.5 Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors

contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the above-referenced documents should errors be contained therein.

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.4. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

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3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3 The District represents and warrants that:

3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4 The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but

no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

4.1. The District shall pay the Service Company an annual fee of \$65,983.00 ("Management Fee") for the Management Services set forth in Section I of Schedule A and an additional annual fee of \$7,200.00 ("Inspection Fee") for Compliance Inspection Services set forth in Section II of Schedule A plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The Management Fee and Inspection shall be due on the first of the month during which the Services will be rendered. **The Management Fee is currently paid by District to Service Company for services rendered monthly. The Inspection Fee will become due and payable on the first day of the month following the date of execution of this Agreement by the second party hereto.** All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within ten (10) days of invoice date.

4.2. Attendance of meetings is based on an allocation of up to twelve (12) meetings per year, including of the Annual meeting of Members and a Budget meeting, with an allocation of up to two (2) hours per meeting scheduled. The Service Company will bill the District \$125.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.

4.3. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company

not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.

4.4. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.

4.5. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.6. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.7. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.8. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from in accordance with the Florida Local Government Prompt Payment Act.

5) INDEMNIFICATION AND LIMITATION

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF

INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE DISTRICT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS FEES, EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT AND/OR UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE DISTRICT; THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE DISTRICT. THE DISTRICT'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE CLAIMS DESCRIBED IN THIS PARAGRAPH. THE DISTRICT SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE DISTRICT SHALL FURNISH COPIES OF SUCH POLICIES TO THE OPERATOR WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE OPERATOR HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED. THE DISTRICT DOES NOT WAIVE ITS RIGHT TO SOVEREIGN IMMUNITY UNDER THE LAW.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter, where a demand has been made against the Service Company. The District agrees to pay all reasonable attorneys' fees and related or ancillary expenses including costs incurred

by the Service Company in the defense of any such claim or cause of action as specifically described in this Section of this Agreement.

5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.

5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.

5.8. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

6) INSURANCE

6.1. The Service Company shall provide and maintain the following levels of insurance coverage, naming the District as an additional insured on such policies when permitted by Service Company's insurance provider:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

7) DISPUTES

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.

7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.

7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. INVOICES ALREADY PAID CANNOT BE DISPUTED FOR ANY REASON BEYOND THE DATE OF THE NEXT BOARD MEETING.

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or

reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Manager will be the public records custodian for the District. In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Manager shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Manager does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES,

TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS TO SANDRA DEMARCO C/O INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: recordsrequest@inframark.com AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services. Both parties agree that damages as a result of actions in violation of this Section would be impossible to prove, and therefore, in the event of a breach of the foregoing covenant, both parties agree that District shall pay to Service Company, as liquidated damages and not as a penalty, an amount equal to twelve (12) times the monthly compensation agreed to herein.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044
ATTN: Legal Department

To District:

Meadow Pointe CDD
c/o Straley, Robin, Vericker
Attn: Dana Crosby Collier
1510 W. Cleveland St.
Tampa, FL 33606

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.14. This Agreement may be executed in more than one

counterpart, each of which shall be deemed an original.

on or after January 1, 2021.

10.15. Service Company represents that Service Company is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of Section 448.905(2), Florida Statutes; this include, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired

10.15.1. If the District has a good faith belief that the Service Company has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Service Company otherwise complied with its obligations thereunder, the District shall promptly notify the Service Company and the Service Company will immediately terminate its contract with the subcontractor.

10.15.2. If this Agreement is terminated in accordance with this Section 10.15, then the Service Company will be liable for any additional costs incurred by the District.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

**MEADOW POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: Chris Tarase
Title: Vice President – Management Services
Date: _____

Printed Name: _____
Title: _____
Date: _____

Schedule A Scope of Services

The Service Company shall provide the following services to, for, and on behalf of the District:

I- MANAGEMENT SERVICES

A- FINANCIAL ACCOUNTING SERVICES

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Prepare of monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Prepare of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the County in which the District resides
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Prepare of all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.
- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government

Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

- 19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to twelve (12) Meetings of the District Board of Supervisors per year and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 2- Record all meetings of the District.
- 3- Organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Identify significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- 6- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 7- Prepare agenda for budget hearings.
- 8- Prepare of all the District's Board of Supervisor agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 9- Prepare and advertise all notices of meetings as required.
- 10- Maintain the District's seal.
- 11- Act as the primary point of contact for District-related matters
- 12- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.

- 13- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure
- 14- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- 15- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 16- If required, provide day-to-day management of in-house operations by performing the following:
 - a- Hire and maintain a highly qualified staff.
 - b- Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner.
 - c- Prepare and implement operating schedules.
 - d- Prepare and implement operating policies.
 - e- Interface with Residents to insure anticipated levels of service are being met.
 - f- Implement internal purchasing policies.
 - g- Prepare and bid services and commodities as necessary.
 - h- Coordinate with the District's residents to determine the services and levels of service to be provided as part of the District's budget preparations.
- 17- Preparation of Specifications and coordination for insurance and independent auditor services.
- 18- Provide a monthly field inspection of the community and provide the report to the District.
- 19- Responding to any community complaints or requests for service from residents.

C- SPECIAL ASSESSMENT SERVICES

- 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.
- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.

II- COMPLIANCE INSPECTION SERVICES

- A- Provide a monthly community compliance inspection.
- B- Provide a monthly report to Board on results of compliance inspection.
- C- Mail out non-compliance letters in accordance with District's documents and at a cost as listed in Schedule B.

Schedule B Rate Schedule

I. MISCELLANEOUS SCHEDULE OF CHARGES

Special Services- includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property-the Service Company will charge the seller directly	Per market rates
Billed to Association	
Deed Restriction Letters –	Prices below for copies, distribution and postage
Additional Deed Restriction Inspections	\$400.00 per inspection (if requested). This would be more than one inspection per month
Association Hard Costs	
Mail Distribution	
General Distribution – Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution – Additional inserts over two	\$0.03 per additional page
Labels	\$0.08 each
Certified Mail	Current rate charged by postmaster plus handling charge of \$20.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.12 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy