

Buckhead Trails II Community Development District

**May 27, 2026
Agenda Package**

TEAMS MEETING INFORMATION

MEETING ID: 242 062 377 278 6 PASSCODE: 8QV78CY2
[JOIN THE MEETING NOW](#)

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FLORIDA 33067

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Buckhead Trails II Community Development District

Board of Supervisors

Carlos de la Ossa, Chairman
Nicholas Dister, Vice-Chairman
Austin Berns, Assistant Secretary
Ryan Motko, Assistant Secretary
Alberto Viera, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Rollamay Turkoane, District Manager
Brooke (Chapman) Jones, District Manager

Regular Meeting Agenda

The Regular Meetings of Buckhead Trails II Community Development District will be held on **May 27, 2026, at 1:00 p.m. at the Eves Bend Clubhouse located at 4725 Los Robles Court, Palmetto, FL 34221**. For those who intend to call in below is the Team link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Microsoft Teams meeting: [Join the meeting now](#)

Meeting ID: 242 062 377 278 6 Passcode: 8QV78CY2
Call in #: +1 646-838-1601 Phone conference ID: 443 559 593#

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

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

3. BUSINESS ITEMS

- A. Announcing Registered Voter Count
- B. Presentation of FY 2027 Proposed Budget
- C. Consideration of Resolution 2026-04 Approving Proposed Budget and Setting Public Hearing
- D. Consideration of Resolution 2026-05 Redesignating a Qualified Public Depository
- E. Consideration of Resolution 2026-06 Setting Landowner Election

4. CONSENT AGENDA

- A. Approval of Meeting Minutes for April 22, 2026
- B. Consideration of Operation and Maintenance Expenditures April 2026
- C. Acceptance of the Financials and Approval of the Check Register April 2026
- D. Ratification of the Brown & Brown Insurance Proposals

5. STAFF REPORTS

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

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT



April 17, 2026

Buckhead Trails II Community Development District
Attn: Jayna Cooper
2005 Pan Am Cir., Suite 300
Tampa FL 33607

Dear Ms. Cooper:

We are in receipt of your request for the number of registered voters in the Buckhead Trails II Community Development District of April 15, 2026. According to our records, there were 0 persons registered in the Buckhead Trails II Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

Scott Farrington
Supervisor of Elections

SF/sas

Buckhead Trails II
Community Development District

FISCAL YEAR 2027

Proposed Budget

5/27/2026

CLEAR PARTNERSHIPS



Table of Contents

	<u>Page #</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1-3
Budget Narrative	4-8
<u>DEBT SERVICE BUDGETS</u>	
Series 2016	
Summary of Revenues, Expenditures and Changes in Fund Balances	9
Amortization Schedule	10-11
Budget Narrative	12
<u>SUPPORTING BUDGET SCHEDULE</u>	
Comparison of Assessment Rates	13



Buckhead Trails II
Community Development District

Operating Budget
FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	\$0.00	\$0.00
Special Assmnts- Tax Collector	\$0.00	\$950,547.87
Special Assmnts- Discounts	\$0.00	-\$38,021.91
Developer Contribution	\$305,625.00	\$0.00
TOTAL REVENUES	\$305,625.00	\$912,525.96
EXPENDITURES		
<i>Administrative</i>		
Supervisor Fees	\$12,000.00	\$12,000.00
ProfServ-Dissemination Agent	\$10,000.00	\$5,000.00
ProfServ-Info Technology	\$600.00	\$600.00
ProfServ-Recording Secretary	\$2,400.00	\$2,400.00
ProfServ-Trustee Fees	\$6,500.00	\$4,500.00
District Counsel	\$2,500.00	\$15,000.00
District Engineer	\$5,000.00	\$12,500.00
Administrative Services	\$4,500.00	\$4,500.00
District Management	\$25,000.00	\$25,000.00
Accounting Services	\$9,000.00	\$9,000.00
Auditing services	\$6,000.00	\$5,200.00
Website Compliance	\$1,600.00	\$1,613.00
Postage, Phone, Faxes, Copies	\$500.00	\$500.00
Rentals and Leases	\$600.00	\$600.00
Legal Advertising	\$1,000.00	\$3,500.00
Financial & Revenue Collections	\$1,200.00	\$5,000.00
Meeting expense	\$1,000.00	\$1,000.00
Website Administration	\$1,200.00	\$1,200.00
Misc-Assessment Collection Cost	\$0.00	\$19,010.96
Dues, Licenses, Subscriptions	\$175.00	\$175.00
DTS - Continuing Disclosure Software Subscription	\$0.00	\$2,625.00
ProfServ-Arbitrage Rebate	\$0.00	\$400.00
ProfServ-Field Management	\$0.00	\$12,000.00
ProfServ-Construction	\$0.00	\$6,000.00
Total Administrative	\$90,975.00	\$149,323.96

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Insurance</i>		
Insurance - General Liability	\$3,218.00	\$0.00
Public Officials Insurance	\$2,633.00	\$0.00
Insurance - Crime	\$500.00	\$0.00
Total Insurance Premium	\$0.00	\$6,002.00
<i>Total Insurance</i>	\$6,351.00	\$6,002.00
<i>Utility Services</i>		
Utility - Electric	\$0.00	\$5,000.00
Street Lights	\$0.00	\$50,000.00
Water/Waste	\$0.00	\$10,000.00
<i>Total Utility Services</i>	\$0.00	\$65,000.00
<i>Landscape and Pond Maintenance</i>		
ProfServ-Wildlife Management Service	\$9,000.00	\$16,200.00
Contracts-Landscape	\$125,000.00	\$450,000.00
Contracts-Aquatic Control	\$38,000.00	\$42,000.00
Landscape - Mulch	\$0.00	\$35,000.00
Landscape - Annuals	\$0.00	\$12,000.00
Plant Replacement Program	\$0.00	\$30,000.00
Irrigation Maintenance	\$0.00	\$10,000.00
Landscape- Storm Clean Up & Tree Removal	\$0.00	\$35,000.00
R&M-Tree Trimming Services	\$0.00	\$10,000.00
Water Trucks	\$0.00	\$10,000.00
R&M-Boundary, Walls, Fences	\$0.00	\$5,000.00
ROW Maintenance	\$0.00	\$25,000.00
Sidewalk & Pavement Repair	\$0.00	\$2,000.00
<i>Total Landscape and Pond Maintenance</i>	\$172,000.00	\$682,200.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Contingency</i>		
Misc-Contingency	\$36,299.00	\$10,000.00
<i>Total Contingency</i>	\$36,299.00	\$10,000.00
TOTAL EXPENDITURES	\$305,625.00	\$912,525.96
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00
Net change in fund balance	\$0.00	\$0.00
FUND BALANCE, BEGINNING	\$19,099.00	-\$311,197.00
FUND BALANCE, ENDING	\$19,099.00	-\$311,197.00

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

ProfServ -Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

ProServ -Info Technology

specializing in providing comprehensive IT solutions, including software development, network management, and technical support for businesses. They focus on leveraging modern technologies to improve efficiency, security, and digital transformation for their clients.

ProServ-Recording Secretary

Inframark provides recording services with near verbatim minutes.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

ProfServ -Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Accounting Services

Services including 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.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Financial/Revenue Collections

Service includes 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, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Meeting Expense

costs incurred when organizing or attending meetings, whether internal (within a company) or external (with clients, partners, or vendors).

Website Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

DTS - Continuing Disclosure Software Subscription

Continuing Disclosure Software Subscription provides a cloud-based solution for managing, tracking, and filing continuing disclosure obligations in compliance with regulatory requirements. The subscription includes automated reminders, document management, reporting tools, and secure access to help organizations maintain accurate and timely disclosures.

Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

ProfServ -Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Property & Casualty Insurance

The District will incur fees to insure items owned by the district for its property needs.

Utility Services

Amenity Internet

Electric Utility Services

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Water/Waste

The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Landscape and Pond Maintenance

ProfServ Wildlife Management Service

Management of wildlife on district property.

Landscape Maintenance - Contract

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Aquatics – Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Landscaping – Mulch

Mulch includes the application and maintenance of mulch in landscaped areas to improve soil moisture retention, suppress weeds, and enhance appearance.

Landscaping – Annuals

Annuals includes the planting and maintenance of seasonal flowers that complete their life cycle within one year to enhance landscape color and appearance.

Plant Replacement Program

Cost of replacing dead or damaged plants throughout the district.

R&M Irrigation

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

R&M -Storm Clean Up &Tree Removal

Storm Clean Up & Tree Removal includes the removal of fallen trees, debris, and damaged vegetation and the restoration of landscape areas after severe weather events.

Budget Narrative
Fiscal Year 2027

Water Truck

Water delivery and distribution services for irrigation, dust control, and landscape maintenance needs.

R&M - Boundary Walls, Fences, Monuments

Repair and maintenance of perimeter structures and signage to ensure security, functionality, and visual appearance.

ROW Maintenance

upkeep of rights-of-way areas such as roadsides, utility corridors, and easements to ensure they remain safe, accessible, and well-maintained.

Sidewalk, Pavement, Signage R&M

Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Contingency/Reserves

Contingency

Funds set aside for projects, as determined by the district's board.



Buckhead Trails II
Community Development District

Debt Service Budget
FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2026 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Special Assmnts- Tax Collector	\$0.00	\$1,138,549.11
Special Assmnts- Discounts	\$0.00	-\$45,541.96
TOTAL REVENUES	\$0.00	\$1,093,007.14
EXPENDITURES		
<i>Administrative</i>		
Misc-Assessment Collection Cost	\$0.00	\$22,770.98
Total Administrative	\$0.00	\$22,770.98
<i>Debt Service</i>		
Principal Debt Retirement	\$0.00	\$235,000.00
Interest Expense	\$0.00	\$1,089,249.10
Total Debt Service	\$0.00	\$1,324,249.10
TOTAL EXPENDITURES	\$0.00	\$1,347,020.08
Excess (deficiency) of revenues		
Over (under) expenditures	\$0.00	-\$254,012.94
Net change in fund balance	\$0.00	-\$254,012.94
FUND BALANCE, BEGINNING	\$0.00	\$0.00
FUND BALANCE, ENDING	\$0.00	-\$254,012.94

Amortization Schedule Series 2026

Date	Outstanding Balance	Principal	Interest	Annual Debt Service
11/1/2026	\$16,205,000.00		\$646,091.91	\$646,091.91
5/1/2027	\$15,970,000.00	\$235,000.00	\$443,157.19	
11/1/2027	\$15,970,000.00		\$443,157.19	\$1,121,314.38
5/1/2028	\$15,725,000.00	\$245,000.00	\$438,207.19	
11/1/2028	\$15,725,000.00		\$438,207.19	\$1,121,414.38
5/1/2029	\$15,470,000.00	\$255,000.00	\$433,050.94	
11/1/2029	\$15,470,000.00		\$433,050.94	\$1,121,101.88
5/1/2030	\$15,205,000.00	\$265,000.00	\$427,688.44	
11/1/2030	\$15,205,000.00		\$427,688.44	\$1,120,376.88
5/1/2031	\$14,930,000.00	\$275,000.00	\$422,119.69	
11/1/2031	\$14,930,000.00		\$422,119.69	\$1,119,239.38
5/1/2032	\$14,640,000.00	\$290,000.00	\$416,293.13	
11/1/2032	\$14,640,000.00		\$416,293.13	\$1,122,586.25
5/1/2033	\$14,340,000.00	\$300,000.00	\$410,208.75	
11/1/2033	\$14,340,000.00		\$410,208.75	\$1,120,417.50
5/1/2034	\$14,025,000.00	\$315,000.00	\$402,783.75	
11/1/2034	\$14,025,000.00		\$402,783.75	\$1,120,567.50
5/1/2035	\$13,690,000.00	\$335,000.00	\$393,846.25	
11/1/2035	\$13,690,000.00		\$393,846.25	\$1,122,692.50
5/1/2036	\$13,340,000.00	\$350,000.00	\$384,427.50	
11/1/2036	\$13,340,000.00		\$384,427.50	\$1,118,855.00
5/1/2037	\$12,970,000.00	\$370,000.00	\$374,527.50	
11/1/2037	\$12,970,000.00		\$374,527.50	\$1,119,055.00
5/1/2038	\$12,575,000.00	\$395,000.00	\$364,008.75	
11/1/2038	\$12,575,000.00		\$364,008.75	\$1,123,017.50
5/1/2039	\$12,160,000.00	\$415,000.00	\$352,871.25	
11/1/2039	\$12,160,000.00		\$352,871.25	\$1,120,742.50
5/1/2040	\$11,720,000.00	\$440,000.00	\$341,115.00	
11/1/2040	\$11,720,000.00		\$341,115.00	\$1,122,230.00
5/1/2041	\$11,255,000.00	\$465,000.00	\$328,671.25	
11/1/2041	\$11,255,000.00		\$328,671.25	\$1,122,342.50
5/1/2042	\$10,765,000.00	\$490,000.00	\$315,540.00	
11/1/2042	\$10,765,000.00		\$315,540.00	\$1,121,080.00
5/1/2043	\$10,245,000.00	\$520,000.00	\$301,652.50	
11/1/2043	\$10,245,000.00		\$301,652.50	\$1,123,305.00
5/1/2044	\$9,700,000.00	\$545,000.00	\$287,008.75	
11/1/2044	\$9,700,000.00		\$287,008.75	\$1,119,017.50
5/1/2045	\$9,120,000.00	\$580,000.00	\$271,540.00	
11/1/2045	\$9,120,000.00		\$271,540.00	\$1,123,080.00
5/1/2046	\$8,510,000.00	\$610,000.00	\$255,177.50	
11/1/2046	\$8,510,000.00		\$255,177.50	\$1,120,355.00
5/1/2047	\$7,865,000.00	\$645,000.00	\$237,437.50	
11/1/2047	\$7,865,000.00		\$237,437.50	\$1,119,875.00
5/1/2048	\$7,180,000.00	\$685,000.00	\$218,152.50	
11/1/2048	\$7,180,000.00		\$218,152.50	\$1,121,305.00
5/1/2049	\$6,455,000.00	\$725,000.00	\$197,707.50	

11/1/2049	\$6,455,000.00		\$197,707.50	\$1,120,415.00
5/1/2050	\$5,685,000.00	\$770,000.00	\$176,030.00	
11/1/2050	\$5,685,000.00		\$176,030.00	\$1,122,060.00
5/1/2051	\$4,870,000.00	\$815,000.00	\$153,047.50	
11/1/2051	\$4,870,000.00		\$153,047.50	\$1,121,095.00
5/1/2052	\$4,005,000.00	\$865,000.00	\$128,687.50	
11/1/2052	\$4,005,000.00		\$128,687.50	\$1,122,375.00
5/1/2053	\$3,090,000.00	\$915,000.00	\$102,877.50	
11/1/2053	\$3,090,000.00		\$102,877.50	\$1,120,755.00
5/1/2054	\$2,120,000.00	\$970,000.00	\$75,545.00	
11/1/2054	\$2,120,000.00		\$75,545.00	\$1,121,090.00
5/1/2055	\$1,090,000.00	\$1,030,000.00	\$46,545.00	
11/1/2055	\$1,090,000.00		\$46,545.00	\$1,123,090.00
5/1/2056	\$0.00	\$1,090,000.00	\$31,610.00	
11/1/2056	\$0.00		\$15,805.00	\$1,137,415.00
Total		\$16,205,000.00	\$18,093,357.56	\$34,298,357.56

Budget Narrative
Fiscal Year 2027

REVENUES

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement

The district pays regular principal payments to annually to pay down/retire the debt.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Interest Expense

The District Pays interest Expenses on the debt twice a year.



Buckhead Trails II

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION - BASED ON CURRENT BUDGET

Product	Units	General Fund			Series 2026 Debt Service			Total Assessments per Unit		
		FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change
Single Family 40'	329	\$763.34	\$257.43	\$505.91	\$1,316.00	\$0.00	\$1,316.00	\$2,079.34	\$257.43	\$1,821.91
Single Family 50'	379	\$954.17	\$321.79	\$632.39	\$1,861.70	\$0.00	\$1,861.70	\$2,815.88	\$321.79	\$2,494.09
Single Family 60'	295	\$1,145.01	\$386.14	\$758.86	\$0.00	\$0.00	\$0.00	\$1,145.01	\$386.14	\$758.86
	1003									

*** New Area is assessed solely on Admin fees

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Buckhead Trails II Community Development District (“**District**”) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Proposed Budget**”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

- 1. Proposed Budget Approved.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. Setting a Public Hearing.** The public hearing on said Proposed Budget is hereby declared and set for Wednesday August 26, 2026 at 1:00 pm at The Eaves Bend Amenity Center, 4725 Los Robles Court, Palmetto, FL 35779.
- 3. Transmittal of Proposed Budget to Local General Purpose Government.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.
- 4. Posting of Proposed Budget.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.
- 5. Publication of Notice.** Notice of this public hearing shall be published in the manner prescribed by Florida law.
- 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Passed and Adopted on May 27, 2026.

Attested By:

**Buckhead Trails II
Community Development District**

Print Name: _____
Secretary/Assistant Secretary

Carlos de la Ossa
Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026/2027

Buckhead Trails II
Community Development District

FISCAL YEAR 2027

Proposed Budget

5/27/2026

CLEAR PARTNERSHIPS



Table of Contents

	<u>Page #</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1-3
Budget Narrative	4-8
<u>DEBT SERVICE BUDGETS</u>	
Series 2016	
Summary of Revenues, Expenditures and Changes in Fund Balances	9
Amortization Schedule	10-11
Budget Narrative	12
<u>SUPPORTING BUDGET SCHEDULE</u>	
Comparison of Assessment Rates	13



Buckhead Trails II
Community Development District

Operating Budget
FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Interest - Investments	\$0.00	\$0.00
Special Assmnts- Tax Collector	\$0.00	\$950,547.87
Special Assmnts- Discounts	\$0.00	-\$38,021.91
Developer Contribution	\$305,625.00	\$0.00
TOTAL REVENUES	\$305,625.00	\$912,525.96
EXPENDITURES		
<i>Administrative</i>		
Supervisor Fees	\$12,000.00	\$12,000.00
ProfServ-Dissemination Agent	\$10,000.00	\$5,000.00
ProfServ-Info Technology	\$600.00	\$600.00
ProfServ-Recording Secretary	\$2,400.00	\$2,400.00
ProfServ-Trustee Fees	\$6,500.00	\$4,500.00
District Counsel	\$2,500.00	\$15,000.00
District Engineer	\$5,000.00	\$12,500.00
Administrative Services	\$4,500.00	\$4,500.00
District Management	\$25,000.00	\$25,000.00
Accounting Services	\$9,000.00	\$9,000.00
Auditing services	\$6,000.00	\$5,200.00
Website Compliance	\$1,600.00	\$1,613.00
Postage, Phone, Faxes, Copies	\$500.00	\$500.00
Rentals and Leases	\$600.00	\$600.00
Legal Advertising	\$1,000.00	\$3,500.00
Financial & Revenue Collections	\$1,200.00	\$5,000.00
Meeting expense	\$1,000.00	\$1,000.00
Website Administration	\$1,200.00	\$1,200.00
Misc-Assessment Collection Cost	\$0.00	\$19,010.96
Dues, Licenses, Subscriptions	\$175.00	\$175.00
DTS - Continuing Disclosure Software Subscription	\$0.00	\$2,625.00
ProfServ-Arbitrage Rebate	\$0.00	\$400.00
ProfServ-Field Management	\$0.00	\$12,000.00
ProfServ-Construction	\$0.00	\$6,000.00
Total Administrative	\$90,975.00	\$149,323.96

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Insurance</i>		
Insurance - General Liability	\$3,218.00	\$0.00
Public Officials Insurance	\$2,633.00	\$0.00
Insurance - Crime	\$500.00	\$0.00
Total Insurance Premium	\$0.00	\$6,002.00
<i>Total Insurance</i>	\$6,351.00	\$6,002.00
<i>Utility Services</i>		
Utility - Electric	\$0.00	\$5,000.00
Street Lights	\$0.00	\$50,000.00
Water/Waste	\$0.00	\$10,000.00
<i>Total Utility Services</i>	\$0.00	\$65,000.00
<i>Landscape and Pond Maintenance</i>		
ProfServ-Wildlife Management Service	\$9,000.00	\$16,200.00
Contracts-Landscape	\$125,000.00	\$450,000.00
Contracts-Aquatic Control	\$38,000.00	\$42,000.00
Landscape - Mulch	\$0.00	\$35,000.00
Landscape - Annuals	\$0.00	\$12,000.00
Plant Replacement Program	\$0.00	\$30,000.00
Irrigation Maintenance	\$0.00	\$10,000.00
Landscape- Storm Clean Up & Tree Removal	\$0.00	\$35,000.00
R&M-Tree Trimming Services	\$0.00	\$10,000.00
Water Trucks	\$0.00	\$10,000.00
R&M-Boundary, Walls, Fences	\$0.00	\$5,000.00
ROW Maintenance	\$0.00	\$25,000.00
Sidewalk & Pavement Repair	\$0.00	\$2,000.00
<i>Total Landscape and Pond Maintenance</i>	\$172,000.00	\$682,200.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<i>Contingency</i>		
Misc-Contingency	\$36,299.00	\$10,000.00
<i>Total Contingency</i>	\$36,299.00	\$10,000.00
TOTAL EXPENDITURES	\$305,625.00	\$912,525.96
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00
Net change in fund balance	\$0.00	\$0.00
FUND BALANCE, BEGINNING	\$19,099.00	-\$311,197.00
FUND BALANCE, ENDING	\$19,099.00	-\$311,197.00

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

ProfServ -Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

ProServ -Info Technology

specializing in providing comprehensive IT solutions, including software development, network management, and technical support for businesses. They focus on leveraging modern technologies to improve efficiency, security, and digital transformation for their clients.

ProServ-Recording Secretary

Inframark provides recording services with near verbatim minutes.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

ProfServ -Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Accounting Services

Services including 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.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Financial/Revenue Collections

Service includes 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, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Meeting Expense

costs incurred when organizing or attending meetings, whether internal (within a company) or external (with clients, partners, or vendors).

Website Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

DTS - Continuing Disclosure Software Subscription

Continuing Disclosure Software Subscription provides a cloud-based solution for managing, tracking, and filing continuing disclosure obligations in compliance with regulatory requirements. The subscription includes automated reminders, document management, reporting tools, and secure access to help organizations maintain accurate and timely disclosures.

Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

ProfServ -Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Property & Casualty Insurance

The District will incur fees to insure items owned by the district for its property needs.

Utility Services

Amenity Internet

Electric Utility Services

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Water/Waste

The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Landscape and Pond Maintenance

ProfServ Wildlife Management Service

Management of wildlife on district property.

Landscape Maintenance - Contract

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Aquatics – Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Landscaping – Mulch

Mulch includes the application and maintenance of mulch in landscaped areas to improve soil moisture retention, suppress weeds, and enhance appearance.

Landscaping – Annuals

Annuals includes the planting and maintenance of seasonal flowers that complete their life cycle within one year to enhance landscape color and appearance.

Plant Replacement Program

Cost of replacing dead or damaged plants throughout the district.

R&M Irrigation

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

R&M -Storm Clean Up &Tree Removal

Storm Clean Up & Tree Removal includes the removal of fallen trees, debris, and damaged vegetation and the restoration of landscape areas after severe weather events.

Budget Narrative
Fiscal Year 2027

Water Truck

Water delivery and distribution services for irrigation, dust control, and landscape maintenance needs.

R&M - Boundary Walls, Fences, Monuments

Repair and maintenance of perimeter structures and signage to ensure security, functionality, and visual appearance.

ROW Maintenance

upkeep of rights-of-way areas such as roadsides, utility corridors, and easements to ensure they remain safe, accessible, and well-maintained.

Sidewalk, Pavement, Signage R&M

Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Contingency/Reserves

Contingency

Funds set aside for projects, as determined by the district's board.



Buckhead Trails II

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2026 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Special Assmnts- Tax Collector	\$0.00	\$1,138,549.11
Special Assmnts- Discounts	\$0.00	-\$45,541.96
TOTAL REVENUES	\$0.00	\$1,093,007.14
EXPENDITURES		
<i>Administrative</i>		
Misc-Assessment Collection Cost	\$0.00	\$22,770.98
Total Administrative	\$0.00	\$22,770.98
<i>Debt Service</i>		
Principal Debt Retirement	\$0.00	\$235,000.00
Interest Expense	\$0.00	\$1,089,249.10
Total Debt Service	\$0.00	\$1,324,249.10
TOTAL EXPENDITURES	\$0.00	\$1,347,020.08
Excess (deficiency) of revenues		
Over (under) expenditures	\$0.00	-\$254,012.94
Net change in fund balance	\$0.00	-\$254,012.94
FUND BALANCE, BEGINNING	\$0.00	\$0.00
FUND BALANCE, ENDING	\$0.00	-\$254,012.94

Amortization Schedule Series 2026

Date	Outstanding Balance	Principal	Interest	Annual Debt Service
11/1/2026	\$16,205,000.00		\$646,091.91	\$646,091.91
5/1/2027	\$15,970,000.00	\$235,000.00	\$443,157.19	
11/1/2027	\$15,970,000.00		\$443,157.19	\$1,121,314.38
5/1/2028	\$15,725,000.00	\$245,000.00	\$438,207.19	
11/1/2028	\$15,725,000.00		\$438,207.19	\$1,121,414.38
5/1/2029	\$15,470,000.00	\$255,000.00	\$433,050.94	
11/1/2029	\$15,470,000.00		\$433,050.94	\$1,121,101.88
5/1/2030	\$15,205,000.00	\$265,000.00	\$427,688.44	
11/1/2030	\$15,205,000.00		\$427,688.44	\$1,120,376.88
5/1/2031	\$14,930,000.00	\$275,000.00	\$422,119.69	
11/1/2031	\$14,930,000.00		\$422,119.69	\$1,119,239.38
5/1/2032	\$14,640,000.00	\$290,000.00	\$416,293.13	
11/1/2032	\$14,640,000.00		\$416,293.13	\$1,122,586.25
5/1/2033	\$14,340,000.00	\$300,000.00	\$410,208.75	
11/1/2033	\$14,340,000.00		\$410,208.75	\$1,120,417.50
5/1/2034	\$14,025,000.00	\$315,000.00	\$402,783.75	
11/1/2034	\$14,025,000.00		\$402,783.75	\$1,120,567.50
5/1/2035	\$13,690,000.00	\$335,000.00	\$393,846.25	
11/1/2035	\$13,690,000.00		\$393,846.25	\$1,122,692.50
5/1/2036	\$13,340,000.00	\$350,000.00	\$384,427.50	
11/1/2036	\$13,340,000.00		\$384,427.50	\$1,118,855.00
5/1/2037	\$12,970,000.00	\$370,000.00	\$374,527.50	
11/1/2037	\$12,970,000.00		\$374,527.50	\$1,119,055.00
5/1/2038	\$12,575,000.00	\$395,000.00	\$364,008.75	
11/1/2038	\$12,575,000.00		\$364,008.75	\$1,123,017.50
5/1/2039	\$12,160,000.00	\$415,000.00	\$352,871.25	
11/1/2039	\$12,160,000.00		\$352,871.25	\$1,120,742.50
5/1/2040	\$11,720,000.00	\$440,000.00	\$341,115.00	
11/1/2040	\$11,720,000.00		\$341,115.00	\$1,122,230.00
5/1/2041	\$11,255,000.00	\$465,000.00	\$328,671.25	
11/1/2041	\$11,255,000.00		\$328,671.25	\$1,122,342.50
5/1/2042	\$10,765,000.00	\$490,000.00	\$315,540.00	
11/1/2042	\$10,765,000.00		\$315,540.00	\$1,121,080.00
5/1/2043	\$10,245,000.00	\$520,000.00	\$301,652.50	
11/1/2043	\$10,245,000.00		\$301,652.50	\$1,123,305.00
5/1/2044	\$9,700,000.00	\$545,000.00	\$287,008.75	
11/1/2044	\$9,700,000.00		\$287,008.75	\$1,119,017.50
5/1/2045	\$9,120,000.00	\$580,000.00	\$271,540.00	
11/1/2045	\$9,120,000.00		\$271,540.00	\$1,123,080.00
5/1/2046	\$8,510,000.00	\$610,000.00	\$255,177.50	
11/1/2046	\$8,510,000.00		\$255,177.50	\$1,120,355.00
5/1/2047	\$7,865,000.00	\$645,000.00	\$237,437.50	
11/1/2047	\$7,865,000.00		\$237,437.50	\$1,119,875.00
5/1/2048	\$7,180,000.00	\$685,000.00	\$218,152.50	
11/1/2048	\$7,180,000.00		\$218,152.50	\$1,121,305.00
5/1/2049	\$6,455,000.00	\$725,000.00	\$197,707.50	

11/1/2049	\$6,455,000.00		\$197,707.50	\$1,120,415.00
5/1/2050	\$5,685,000.00	\$770,000.00	\$176,030.00	
11/1/2050	\$5,685,000.00		\$176,030.00	\$1,122,060.00
5/1/2051	\$4,870,000.00	\$815,000.00	\$153,047.50	
11/1/2051	\$4,870,000.00		\$153,047.50	\$1,121,095.00
5/1/2052	\$4,005,000.00	\$865,000.00	\$128,687.50	
11/1/2052	\$4,005,000.00		\$128,687.50	\$1,122,375.00
5/1/2053	\$3,090,000.00	\$915,000.00	\$102,877.50	
11/1/2053	\$3,090,000.00		\$102,877.50	\$1,120,755.00
5/1/2054	\$2,120,000.00	\$970,000.00	\$75,545.00	
11/1/2054	\$2,120,000.00		\$75,545.00	\$1,121,090.00
5/1/2055	\$1,090,000.00	\$1,030,000.00	\$46,545.00	
11/1/2055	\$1,090,000.00		\$46,545.00	\$1,123,090.00
5/1/2056	\$0.00	\$1,090,000.00	\$31,610.00	
11/1/2056	\$0.00		\$15,805.00	\$1,137,415.00
Total		\$16,205,000.00	\$18,093,357.56	\$34,298,357.56

Budget Narrative
Fiscal Year 2027

REVENUES

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement

The district pays regular principal payments to annually to pay down/retire the debt.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Interest Expense

The District Pays interest Expenses on the debt twice a year.



Buckhead Trails II

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION - BASED ON CURRENT BUDGET

Product	Units	General Fund			Series 2026 Debt Service			Total Assessments per Unit		
		FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change
Single Family 40'	329	\$763.34	\$257.43	\$505.91	\$1,316.00	\$0.00	\$1,316.00	\$2,079.34	\$257.43	\$1,821.91
Single Family 50'	379	\$954.17	\$321.79	\$632.39	\$1,861.70	\$0.00	\$1,861.70	\$2,815.88	\$321.79	\$2,494.09
Single Family 60'	295	\$1,145.01	\$386.14	\$758.86	\$0.00	\$0.00	\$0.00	\$1,145.01	\$386.14	\$758.86
1003										

*** New Area is assessed solely on Admin fees

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE, OR REGULATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Buckhead Trails II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a Treasurer and other officers, is in a position to select a new public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to re-designate a public depository for District funds.

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

SECTION 1. Valley Bank, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

A. Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

B. Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.

C. Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30th of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The Chair, Vice-Chair, Treasurer, Assistant Treasurer, Secretary, and Assistant Secretaries are hereby designated as authorized signatories for the operating bank accounts of the District.

SECTION 5. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 6. This Resolution shall take effect on May 27, 2026.

PASSED AND ADOPTED THIS 27TH DAY OF MAY, 2026.

ATTEST:

**BUCKHEAD TRAILS II COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Title: Secretary/Assistant Secretary

Carlos de la Ossa
Chair, Board of Supervisors

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING FOR THE PURPOSE OF ELECTING 3 MEMBERS OF THE BOARD; PROVIDING FOR PUBLICATION; PROVIDING SAMPLE NOTICE, INSTRUCTIONS, PROXY, AND BALLOTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District was established on December 8, 2022 by Ordinance No. 22-58 of the Manatee County Board of County Commissioners, as amended;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) previously amended the terms of office for Board seats to align with the general elections held in November during even years;

WHEREAS, the terms for Board seats **3, 4, and 5** are set to expire in November 2026; and

WHEREAS, the District is statutorily required to announce a meeting of the landowners of the District for the purpose of electing 3 members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. In accordance with Section 190.006(2)(b), Florida Statutes the landowners’ meeting to elect 3 members of the Board, to Board seats **3, 4, and 5**, will be held on **Tuesday, November 3, 2026**, at **a/p.m.** at The Eaves Bend Amenity Center, 4725 Los Robles Court, Palmetto, Florida 34221.

Section 2. The District’s Secretary is hereby directed to publish notice of this landowners’ meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, a sample notice of landowners’ meeting and election, instructions on how all landowners may participate in the election, a sample proxy, and sample ballot forms are attached hereto as **Exhibit A**. Copies of such documents can be obtained from the District Manager’s office.

Section 4. This Resolution shall become effective immediately upon its adoption.

Passed and Adopted on May 27, 2026.

Attest:

**Buckhead Trails II
Community Development District**

Print Name: _____
Secretary/ Assistant Secretary

Carlos de la Ossa
Chair of the Board of Supervisors

Exhibit A

Notice of Landowners' Meeting and Election and Meeting of the Board of Supervisors of the Buckhead Trails II Community Development District

Notice is hereby given to the public and all landowners within the Buckhead Trails II Community Development District (the “**District**”), comprised of approximately 445.67 acres in Manatee County, Florida, advising that a landowners’ meeting will be held for the purpose of electing 3 members of the Board of Supervisors of the District. Immediately following the landowners’ meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

Date: Tuesday, November 3, 2026

Time: **_____ a/p.m.**

Place: The Eaves Bend Amenity Center
4725 Los Robles Court
Palmetto, Florida 34221

Each landowner may vote in person or authorize a proxy holder to vote in person on their behalf. Proxy forms and instructions relating to landowners’ meeting may be obtained upon request at the office of the District Manager located at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. A copy of the agenda for these meetings may be obtained from the District Manager at the above address.

The landowners’ meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Manager at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Manager.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Jayna Cooper, District Manager

Run Date(s): October 9 and 16, 2026

Exhibit A

Instructions Relating to Landowners' Meeting of the Buckhead Trails II Community Development District for the Election of Members of the Board of Supervisors

Date: Tuesday, November 3, 2026
Time: a/p.m.
Place: The Eaves Bend Amenity Center
4725 Los Robles Court
Palmetto, Florida 34221

Pursuant to Chapter 190, Florida Statutes, and after a community development district (“**District**”) has been established and the landowners have held their initial election, there shall be subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors of the District (“**Board**”) every 2 years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner within the District may vote in person at the landowners’ meeting or the landowner may nominate a proxy holder to vote in person at the meeting in place of the landowner. Landowners or proxy holders need to bring a government issued ID for verification purposes.

Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per un-platted acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy.

At the landowners’ meeting, the landowners will elect a chair to conduct the meeting. The meeting chair can be any person present at the meeting and does not need to be a landowner. If the meeting chair is a landowner or proxy holder of a landowner, they may also nominate candidates, make or second motions, and participate in the voting process. Candidates must be nominated and then shall be elected by a vote of the landowners. Mailed in ballots or proxies are not accepted because the landowners or proxy holders nominate candidates first for each seat in the election and then the ballots are casted. Furthermore, the District does not have the ability to verify the signatures of mailed in ballots or request clarification if there is an issue with any ballot or proxy.

This year, 3 seats on the Board will be up for election by landowners. The 2 candidates receiving the highest number of votes will receive a 4-year term and the 1 candidate receiving the next highest number of votes will receive a 2-year term. The term of office for each successful candidate shall commence on November 17, 2026.

A proxy is available upon request. To be valid, each proxy must be signed by 1 of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of un-platted acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

Landowner Proxy

Buckhead Trails II Community Development District Landowners' Meeting – November 3, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Buckhead Trails II Community Development District to be held at The Eaves Bend Amenity Center, 4725 Los Robles Court, Palmetto, Florida 34221, on November 3, 2026, at _____ a/p.m., and at any adjournments thereof, according to the number of un-platted acres of land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner Signature of Legal Owner Date

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES:

- 1. Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as 1 acre entitling the landowner to 1 vote with respect thereto.*
- 2. 2 or more persons who own real property in common that is 1 acre or less are together entitled to only 1 vote for that real property.*
- 3. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).*
- 4. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.*

Official Ballot for Landowners

Buckhead Trails II Community Development District Landowners' Meeting – November 3, 2026 (Election of 3 Supervisors)

The undersigned certifies that he/she/it is a fee simple owner of land located within the Buckhead Trails II Community Development District and described as follows:

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

I do cast my votes as a Landowner as follows:

	Name of Candidate	Number of Votes
Seat 3	_____	_____
Seat 4	_____	_____
Seat 5	_____	_____

Date: _____

Signature: _____

Printed Name: _____

Official Ballot for Proxy Holders

Buckhead Trails II Community Development District Landowners' Meeting – November 3, 2026 (Election of 3 Supervisors)

The undersigned certifies that he/she/it is the proxy holder for fee simple owners of land located within the Buckhead Trails II Community Development District and described in the attached proxies.

Information in the dotted line below is to be filled out by District Staff prior to being returned to the proxy holder for casting the ballot:

Total Number of Proxies _____

Total Number of Un-platted Acreage _____

Total Number of Platted Lots _____

Total Number of Authorized Votes _____

I do cast my votes, in my capacity as a proxy holder for certain Landowners, as follows:

	Name of Candidate	Number of Votes
Seat 3	_____	_____
Seat 4	_____	_____
Seat 5	_____	_____

Date: _____

Signature: _____

Printed Name: _____

**MINUTES OF MEETING
BUCKHEAD TRAILS II
COMMUNITY DEVELOPMENT DISTRICT**

1 The regular meeting of the Board of Supervisors of Buckhead Trails II Community
2 Development District was held on Wednesday, April 22, 2026, and called to order at 1:09 p.m.,
3 at the Eves Bend Clubhouse located at 4725 Los Robles Court, Palmetto, FL 34221.

4
5 Present and constituting a quorum were:

6			
7	Carlos de la Ossa	Chairperson	
8	Nicholas Dister	Vice Chairperson	(via phone)
9	Austin Berns	Assistant Secretary	
10	Alberto Viera	Assistant Secretary	

11
12 Also present were:

13			
14	Jayna Cooper	District Manager	(via phone)
15	Rollamay Turkoane	District Manager	
16	Brooke Chapman	District Manager	(via phone)
17	John Vericker	District Counsel	(via phone)

18
19 *This is not a certified or verbatim transcript but rather represents the context and*
20 *summary of the meeting. The full meeting is available in audio format upon request. Contact*
21 *the District Office for any related costs for an audio copy.*

22
23 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

24 Ms. Turkoane called the meeting to order, and a quorum was established.

25
26 **SECOND ORDER OF BUSINESS**

Public Comments

27 There being no members of the public present, the next order of business followed.

28
29 **THIRD ORDER OF BUSINESS**

Business Items

30 There being none, the next order of business followed.

31
32 **FOURTH ORDER OF BUSINESS**

Consent Agenda

- 33 **A. Approval of Meeting Minutes for March 25, 2026**
- 34 **B. Consideration of O&M Expenditures March 2026**
- 35 **C. Acceptance of the Financials/Approval of the Check Register March 2026**

36
37

On MOTION by Mr. de la Ossa and seconded by Mr. Viera, with all in
38 favor, the Consent Agenda, was approved. 4-0

40 **FIFTH ORDER OF BUSINESS** **Staff Reports**

41 **A. District Counsel**

42 **B. District Engineer**

43 **C. District Manager**

44 There being no reports, the next order of business followed

45
46 **SIXTH ORDER OF BUSINESS** **Board of Supervisors' Requests and**

47 **Comments**

48 There being none, the next order of business followed.

49
50 **SEVENTH ORDER OF BUSINESS** **Adjournment**

51 There being no further business,

52
53

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, 54 the meeting was adjourned at 1:10 p.m. 4-0
--

55
56
57
58
59

Jayna Cooper/Rollamay Turkoane

Carlos de la Ossa
60 District Manager Chairperson

BUCKHEAD TRAILS II CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Monthly Contract						
INFRAMARK LLC	4/1/2026	175464	\$750.00			ACCOUNTING SVCS
INFRAMARK LLC	4/1/2026	175464	\$375.00			ADMINISTRATION
INFRAMARK LLC	4/1/2026	175464	\$2,083.33			DISTRICT MGMT
INFRAMARK LLC	4/1/2026	175464	\$100.00			FINANCIAL & REVENUE COLLECTION
INFRAMARK LLC	4/1/2026	175464	\$200.00			RECORDING SECRETARY
INFRAMARK LLC	4/1/2026	175464	\$50.00			RENTAL & LEASES
INFRAMARK LLC	4/1/2026	175464	\$50.00			TECHNOLOGY SERVICES
INFRAMARK LLC	4/1/2026	175464	\$100.00			WEBSITE MAINTENANCE/ADMIN
INFRAMARK LLC	4/1/2026	175464	\$416.67	\$4,125.00	\$4,125.00	DISSEMINATION SERVICES
STRALEY ROBIN VERICKER	4/17/2026	28286	\$844.50			PROFESSIONAL SERVICES
Monthly Contract Subtotal			\$4,969.50			
Regular Services						
ALBERTO VIERA	4/22/2026	AV-042226	\$200.00			04/22/2026
AUSTIN BERNS	4/22/2026	AB-042226	\$200.00			BOARD 04/22/2026
CARLOS DE LA OSSA	4/22/2026	CO-042226	\$200.00			04/22/2026
NICHOLAS J. DISTER	4/22/2026	ND-042226	\$200.00			BOARD 04/22/2026
Regular Services Subtotal			\$800.00			
TOTAL			\$5,769.50			



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#
175464

DATE
4/1/2026

CUSTOMER ID
C3147

NET TERMS
Due On Receipt

PO#

DUE DATE
4/1/2026

BILL TO
Buckhead Trails II Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: April 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	750.00		750.00
Administration	1	Ea	375.00		375.00
Dissemination Services	1	Ea	416.67		416.67
District Management	1	Ea	2,083.33		2,083.33
Financial & Revenue Collection	1	Ea	100.00		100.00
Recording Secretary	1	Ea	200.00		200.00
Rental & Leases	1	Ea	50.00		50.00
Technology/Data Storage	1	Ea	50.00		50.00
Website Maintenance / Admin	1	Ea	100.00		100.00
Subtotal					4,125.00

Subtotal	\$4,125.00
Tax	\$0.00
Total Due	\$4,125.00

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Buckhead Trails II CDD
Infarmark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

April 17, 2026

Client: 001597

Matter: 000001

Invoice #: 28286

Page: 1

RE: General

For Professional Services Rendered Through March 31, 2026

SERVICES

Date	Person	Description of Services	Hours	Amount
3/9/2026	LC	DRAFT RESOLUTION SETTING LANDOWNER ELECTION AND SAMPLE PUBLICATION AD, INSTRUCTIONS, PROXY, AND BALLOT.	1.7	\$331.50
3/10/2026	CAW	REVISE AGREEMENT WITH SCHOOLSTATUS FOR WEBSITE MANAGEMENT.	0.2	\$75.00
3/17/2026	LC	REVIEW MEETING INFORMATION FOR APPROVING BUDGET FOR FY 26-27; PREPARE RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING.	1.0	\$195.00
3/24/2026	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING; TELEPHONE CALL WITH J. COOPER.	0.3	\$121.50
3/25/2026	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.3	\$121.50
Total Professional Services			3.5	\$844.50

April 17, 2026
Client: 001597
Matter: 000001
Invoice #: 28286

Page: 2

Total Services	\$844.50	
Total Disbursements	\$0.00	
Total Current Charges		\$844.50
Previous Balance		\$1,439.20
PAY THIS AMOUNT		\$2,283.70

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
28032	March 18, 2026	\$1,058.50	\$380.70	\$0.00	\$0.00	\$2,283.70
Total Remaining Balance Due						\$2,283.70

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$2,283.70	\$0.00	\$0.00	\$0.00

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Buckhead Trails II

Board Meeting Date: April 22, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Albert Viera	x	\$200.00
3 Nick Dister	x	\$200.00
4 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper
District Manager Signature

4-22-2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

REVISED 4/22/2026 13:09

Attendance Confirmation

for
BOARD OF SUPERVISORS

District Name: Buckhead Trails II

Board Meeting Date: April 22, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Albert Viera	x	\$200.00
3 Nick Dister	x	\$200.00
4 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper
District Manager Signature

4-22-2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

REVISED 4/22/2026 13:09

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Buckhead Trails II

Board Meeting Date: April 22, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Albert Viera	x	\$200.00
3 Nick Dister	x	\$200.00
4 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper
District Manager Signature

4-22-2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

REVISED 4/22/2026 13:09

Attendance Confirmation

for
BOARD OF SUPERVISORS

District Name: Buckhead Trails II

Board Meeting Date: April 22, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Albert Viera	x	\$200.00
3 Nick Dister	x	\$200.00
4 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper
District Manager Signature

4-22-2026
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

REVISED 4/22/2026 13:09

***Buckhead Trails II
Community
Development
District***

Financial Report

April 30, 2026

CLEAR PARTNERSHIPS



BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of April 30, 2026

(In Whole Numbers)

ACCOUNT DESCRIPTION	SERIES 2026				TOTAL
	GENERAL FUND	SERIES 2026 DEBT SERVICE FUND	CAPITAL PROJECTS FUND	GENERAL LONG-TERM DEBT FUND	
ASSETS					
Cash - Operating Account	\$ 9,592	\$ -	\$ -	\$ -	\$ 9,592
Accounts Receivable	2,500	-	-	-	2,500
Due From Other Funds	-	3,129	-	-	3,129
Investments:					
Acquisition & Construction Account	-	-	12,743,549	-	12,743,549
Interest Account	-	201,415	-	-	201,415
Reserve Fund	-	1,123,305	-	-	1,123,305
Revenue Fund	-	1	-	-	1
Amount To Be Provided	-	-	-	16,205,000	16,205,000
TOTAL ASSETS	\$ 12,092	\$ 1,327,850	\$ 12,743,549	\$ 16,205,000	\$ 30,288,491
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due To Other Districts	8,034	-	-	-	8,034
Bonds Payable - Series 2026	-	-	-	16,205,000	16,205,000
Due To Other Funds	-	-	3,129	-	3,129
TOTAL LIABILITIES	8,034	-	3,129	16,205,000	16,216,163
FUND BALANCES					
Restricted for:					
Debt Service	-	1,327,850	-	-	1,327,850
Capital Projects	-	-	12,740,420	-	12,740,420
Unassigned:	4,058	-	-	-	4,058
TOTAL FUND BALANCES	4,058	1,327,850	12,740,420	-	14,072,328
TOTAL LIABILITIES & FUND BALANCES	\$ 12,092	\$ 1,327,850	\$ 12,743,549	\$ 16,205,000	\$ 30,288,491

BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 172	\$ 172	0.00%
Developer Estimated Contribution	305,625	42,000	(263,625)	13.74%
TOTAL REVENUES	305,625	42,172	(263,453)	13.80%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	12,000	4,400	7,600	36.67%
Dissemination Agent	10,000	1,250	8,750	12.50%
ProfServ-Info Technology	600	829	(229)	138.17%
ProfServ-Recording Secretary	2,400	1,400	1,000	58.33%
Trustee Fees	6,500	-	6,500	0.00%
District Counsel	2,500	9,860	(7,360)	394.40%
District Engineer	5,000	-	5,000	0.00%
Administrative Services	4,500	2,625	1,875	58.33%
District Management	25,000	14,583	10,417	58.33%
Accounting Services	9,000	5,250	3,750	58.33%
Auditing Services	6,000	4,100	1,900	68.33%
Website Compliance	1,600	3,125	(1,525)	195.31%
Postage, Phone, Faxes, Copies	500	4	496	0.80%
Rentals & Leases	600	350	250	58.33%
Insurance - General Liability	3,218	3,380	(162)	105.03%
Public Officials Insurance	2,633	2,755	(122)	104.63%
Insurance - Crime	500	50	450	10.00%
Legal Advertising	1,000	166	834	16.60%
Bank Fees	200	1,511	(1,311)	755.50%
Financial & Revenue Collections	1,200	700	500	58.33%
Meeting Expense	1,000	-	1,000	0.00%
Website Administration	1,200	700	500	58.33%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Total Administration	97,326	57,213	40,113	58.78%
<u>Other Physical Environment</u>				
ProfServ-Wildlife Management Service	9,000	-	9,000	0.00%
Contracts-Landscape	125,000	-	125,000	0.00%
Contracts-Aquatic Control	38,000	-	38,000	0.00%
Total Other Physical Environment	172,000	-	172,000	0.00%

BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Parks and Recreation</u>				
Misc-Contingency	36,299	-	36,299	0.00%
Total Parks and Recreation	36,299	-	36,299	0.00%
TOTAL EXPENDITURES	305,625	57,213	248,412	18.72%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(15,041)	(15,041)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		19,099		
FUND BALANCE, ENDING		\$ 4,058		

BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2026

Series 2026 Debt Service Fund (200)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 5,962	\$ 5,962	0.00%
TOTAL REVENUES	-	5,962	5,962	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	5,962	5,962	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	1	1	0.00%
Bond Proceeds	-	1,323,816	1,323,816	0.00%
Operating Transfers-Out	-	(1,929)	(1,929)	0.00%
TOTAL FINANCING SOURCES (USES)	-	1,321,888	1,321,888	0.00%
Net change in fund balance	<u>\$ -</u>	<u>\$ 1,327,850</u>	<u>\$ 1,327,850</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		-		
FUND BALANCE, ENDING		<u>\$ 1,327,850</u>		

BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2026
Series 2026 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 63,775	\$ 63,775	0.00%
TOTAL REVENUES	-	63,775	63,775	0.00%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Dissemination Agent	-	3,500	(3,500)	0.00%
Trustee Fees	-	12,450	(12,450)	0.00%
Bond Counsel	-	85,000	(85,000)	0.00%
Engineering Fees	-	15,000	(15,000)	0.00%
District Counsel	-	45,500	(45,500)	0.00%
District Manager	-	38,500	(38,500)	0.00%
Printing	-	1,500	(1,500)	0.00%
Underwriting Counsel	-	8,500	(8,500)	0.00%
Total Administration	-	209,950	(209,950)	0.00%
<u>Construction In Progress</u>				
Construction in Progress	-	1,672,417	(1,672,417)	0.00%
Total Construction In Progress	-	1,672,417	(1,672,417)	0.00%
TOTAL EXPENDITURES	-	1,882,367	(1,882,367)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(1,818,592)	(1,818,592)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	1,929	1,929	0.00%
Bond Proceeds	-	14,557,084	14,557,084	0.00%
Operating Transfers-Out	-	(1)	(1)	0.00%
TOTAL FINANCING SOURCES (USES)	-	14,559,012	14,559,012	0.00%
Net change in fund balance	\$ -	\$ 12,740,420	\$ 12,740,420	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		-		
FUND BALANCE, ENDING		\$ 12,740,420		

Bank Account Statement

Buckhead Trails II CDD

Tuesday, May 19, 2026

Page 1

ECOONS

Bank Account No. 9059

Statement No. 04-26

Statement Date 04/22/2026

G/L Account No. 101001 Balance	11,236.32	Statement Balance	20,125.52
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	11,236.32	Subtotal	20,125.52
Negative Adjustments	0.00	Outstanding Checks	-8,889.20
Ending G/L Balance	11,236.32	Ending Balance	11,236.32

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
03/26/2026	Payment	1193	RYAN MOTKO	Check for Vendor V00009			-200.00
04/17/2026	Payment	1194	INFRAMARK LLC	Check for Vendor V00006			-4,125.00
04/17/2026	Payment	1195	SCHOOLSTATUS PARENT, INC	Check for Vendor V00026			-3,125.00
04/17/2026	Payment	1196	STRALEY ROBIN VERICKER	Check for Vendor V00005			-1,439.20
Total Outstanding Checks							-8,889.20

Outstanding Deposits

Total Outstanding Deposits

BUCKHEAD TRAILS II COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 04/01/2026 to 04/30/2026

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 1194								
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	Accounting Services	532001-51301	\$750.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	Administrative Services	531148-51301	\$375.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	District Manager	531150-51301	\$2,083.33	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	Financial & Revenue Collections	549150-51301	\$100.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	ProfServ-Recording Secretary	531036-51301	\$200.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	Rentals & Leases	544025-51301	\$50.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	ProfServ-Info Technology	531020-51301	\$50.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	Website Administration	549936-51301	\$100.00	
001	04/17/26	INFRAMARK LLC	175464	APRIL 2026-DISTRICT MGMT SERVICES	Dissemination Agent	531012-51301	\$416.67	
							Check Total	\$4,125.00
CHECK # 1195								
001	04/17/26	SCHOOLSTATUS PARENT, INC	INV-SS-6213	ANNUAL SERVER FEE FOR WEBSITE HOSTING	Website Compliance	534397-51301	\$3,125.00	
							Check Total	\$3,125.00
CHECK # 1196								
001	04/17/26	STRALEY ROBIN VERICKER	28032	FEB 2026-DISTRICT COUNSEL THRU 02/28/26	District Counsel	531146-51301	\$1,439.20	
							Check Total	\$1,439.20
CHECK # 1197								
001	04/23/26	STRALEY ROBIN VERICKER	28286	MAR 2026-DISTRICT COUNSEL THRU 03/31/26	District Counsel	531146-51301	\$844.50	
							Check Total	\$844.50
CHECK # 1198								
001	04/24/26	ALBERTO VIERA	AV-042226	BOARD 04/22/2026	Supervisor Fees	511100-51301	\$200.00	
							Check Total	\$200.00
CHECK # 1199								
001	04/24/26	AUSTIN BERNIS	AB-042226	BOARD 04/22/2026	Supervisor Fees	511100-51301	\$200.00	
							Check Total	\$200.00
CHECK # 1200								
001	04/24/26	CARLOS DE LA OSSA	CO-042226	BOARD 04/22/2026	Supervisor Fees	511100-51301	\$200.00	
							Check Total	\$200.00
CHECK # 1201								
001	04/24/26	NICHOLAS J. DISTER	ND-042226	BOARD 04/22/2026	Supervisor Fees	511100-51301	\$200.00	
							Check Total	\$200.00
							Fund Total	\$10,333.70
							Total Checks Paid	\$10,333.70

General Member Information	
Name: Buckhead Trails II Community Development District	
Mailing: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Physical: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Member Contact Information	Additional Member Information
Contact: Jayna Cooper	FEIN: NCCI Risk ID:
Title: District Manager	Population: 0
Phone#: 813-608-8242 Fax#:	County: Hillsborough
Email: jayna.cooper@inframark.com	Member Type: Community Development District
Agency Information	Agency Contact Information
Agency: Risk Management Associates, Inc.	Contact: Devyn Donley
Address: 300 North Beach Street	Phone#: 3862394070
City/State/Zip: Daytona Beach , Florida 32114	Fax#:
Phone#: (386) 252-6176 Fax#: (386) 239-4049	Email: devyn.donley@bbrown.com

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected/ Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

Signed by: _____

SIGNATURE: Carlos de la Ossa
CC0CB251E795481...

TITLE: Chair

DATE: 5/1/2026



NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	N
Boiler & Machinery	N	Crime	Y
Flood	N	Garage Keepers	N
General Liability	Y	Inland Marine	N
Professional Liability	Y	Property	N
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure Coverage	Applicable/Not Applicable
General Question	Application general Information	
General Question	Excess WC (Standards Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Operations: Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Not Applicable

Initial 

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Jessica Conway
Agent Name:	Devyn Donley
Primary Member Contact:	Jayna Cooper
If New Primary Contact include name, phone and email address:	Jayna Cooper 813-608-8242 jayna.cooper@inframark.com
Requested Effective Date:	03/16/2026
Requested Termination Date:	03/16/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	3/11/2026
Is this new business? If it is new business, please complete and attach the 'Expiring Information' form. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Have you been with PGIT less than 5 years? If Yes - complete and attach the 'Loss Summary' form or a 'No Known Losses' letter. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Member's FEIN	
NCCI Risk Id #	
Population	0
Have you attached the most recent audited financials/budget?	
Please Enter Full Detail Description of Operations	
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	Annual
Do you have a Risk Manager? (If yes, please provide name and number in comment box)	No
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	No
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	0
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0
Fire - Estimated Payroll	\$0
All Other - Estimated Payroll	\$0

Initial 

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

POL/EPLI General Questions	Response
1 - POL Limit:	\$1,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$1,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	EGIS
8 - If new business - What is your current POL/EPLI Limit?	\$1,000,000
9 - If new business - What is your current POL/EPLI Deductible?	\$0
10 - If new business, is your current coverage claims made or occurrence?	Claims Made
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	No
12 - Total Number of Board Members?	
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	
14 - Number of employees who hold professional designations	0
15 - Has any bond issue been defeated within the past three years?	No
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	No
17 - Has the public entity been in default on the principal or interest on any bond? (if yes, please provide details in comment box)	No
18 - Do you have a zoning commission? (Y/N)	No
19 - Does your legal counsel attend all meetings of the planning and zoning board?	Yes
20 - Do officials receive training with respect to open meetings and hearing regulations?	Yes
21 - Do you have a written master plan for economic development? (If yes, please select the year)	
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	Yes
23 - Do you have a formal procedure to file for a variance to land use statutes?	Yes
24 - Do you have a formal process for application and approval of permits and licenses?	Yes
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	Yes
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	No
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	No

Initial 

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	No
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	0
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	0%
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	0%
32 - Average # of years of employment for all employees (Ex. 4)	0
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	Yes
34 - Is training documented in their personnel file?	Yes
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	Yes
37 - Do policies and procedures comply with state and federal guidelines?	Yes
38 - Is this manual distributed to all employees upon hiring?	Yes
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	Yes
40 - Do you follow a formal written procedure for employee disputes/complaints?	Yes
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Yes
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Yes
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Yes
44 - Have job descriptions been drafted for regular full-time positions?	Yes
45 - Are you an Equal Opportunity Employer?	Yes
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No

Initial 

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS

THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Yes
3 - Do you have firewalls installed on all external gateways?	Yes
4 - Do you take regular backups (at least weekly) of all critical data?	Yes
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	No
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	No
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	Yes
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	Yes
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	Yes
10 - All internal and remote admin access to network backup environments	Yes
11 - All internal and remote admin access to network infrastructure	Yes
12 - All internal and remote admin access to the organization's endpoints/servers	Yes
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	No
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	No

Initial 

Date ⁷⁵ 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed ^{Signed by:} Carlos de la Ossa Title Chair Date 5/1/2026
CC0CB251E795481...



This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.

Initial CDLO Date 5/1/2026





Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - Auto Liability

Coverage	Response
1 - AL Limit:	\$1,000,000
2 - AL Territory:	Gulf Coast
3 - AL Deductible:	\$0
4 - Medical Payment limit:	
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	N/A
9 - Are safety inspection records maintained?	No
10 - Are vehicles assigned to specific drivers with back up drivers?	No
11 - Do you have any busing operations contracted to third parties that is greater than 50% of the overall busing operations?	No
12 - Are 15 passenger vans used for passenger transportation? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc.)	No
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	No
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	None
15 - Driver Training Program:	None
16 - MVR Criteria:	None
17 - Formal Written Accident Reporting Procedure:	None
18 - Employee Disciplinary Program for Driver Safety	None

Initial CDL

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- CRIME

Coverage	Response
1 - Employee Dishonesty Blanket Limit (faithful performance included):	\$100,000
2 - Employee Dishonesty Deductible:	\$1,000
3 - Theft, Disappearance or Destruction Limit	\$100,000
4 - Theft, Disappearance or Destruction Deductible	\$1,000
5 - Computer Fraud Limit	\$100,000
6 - Computer Fraud Deductible	\$1,000
7 - Forgery or Alteration Limit	\$100,000
8 - Forgery or Alteration Deductible	\$1,000
9 - Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on rateable employees?	Yes
10 - How frequently are audits performed? (weekly, monthly, quarterly, annually)	Annually
11 - Who performs the audit?	CPA
12 - Is countersignature of checks required?	No
13 - Are your bank accounts reconciled by someone not authorized to deposit or withdraw?	No
14 - Number of employees handling money(accountants,bookkeepers, cashiers, check signers,etc.):	0
15 - Number of messengers:	0
16 - Number of guards accompanying messenger:	0
17 - Is banking done by your internal staff or by other outside professionals?	Other

Initial 

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:


Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$1,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$1,000,000
4 - Medical Expense Limit (Max \$5,000)	\$5,000
5 - Total number of Housing Authority units	0
6 - If Housing Authority, please give number of section 8 units (including USDA units)	0
7 - Number of hotel units owned/operated by member	0
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Yes
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Yes
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Yes
11 - Do you have an ADA coordinator? If so please provide name.:	District Manager
12 - If you are a special district, are you responsible for sidewalk maintenance?	No

CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES

13 - Athletic Fields & Activities	No
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	No
15 - Bleachers/Auditoriums/Stadiums	No
16 - Do you sponsor/operate Children/Youth Programs?	No
17 - Do you sponsor/operate Sr. Adult Program?	No
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	No
19 - Electric Power Distribution(Power Generation excluded)	No
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	No
21 - Exhibition/Convention Center	No
22 - Gas Utility Distribution (Generation Excluded)	No
23 - Golf Course	No
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	No
25 - Law Enforcement(See Law Enforcement section for coverage questions)	No
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	No
27 - Detention Facilities (See Law Enforcement section for coverage questions)	No
28 - Restaurants/Snack Bars/Food Beverage Carts	No
29 - Skate Parks	No
30 - Swimming Pools/Water Parks/Splash Parks	No
31 - Wastewater Treatment	No
32 - Water Utility	No
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	No
34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	No

Initial 

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	No
---	----

36 – Trampolines, inflatables, or bounce houses?	No
--	----

--	--

COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care

Response

1 - Number of Elder Care/Respite Care locations	
---	--

2 - Ratio of clients to care providers	
--	--

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals

Response

1 - If you have fireworks displays, how many a year do you have?	
--	--

2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	
---	--

Initial 

Date 5/1/2026

INITIAL HERE



Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	District Manager
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	Yes
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps (Residential): (Yes/No)	No
4 - Camps with overnight stays: (Yes/No)	No
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	No
6 - Juvenile Detention Centers: (Yes/No)	No
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	No
8 - Mental Institutions: (Yes/No)	No
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	No
10 - Religious/Clergy/Church Organizations	No
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	No
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	No
13 - Special Needs Educational Facilities: (Yes/No)	No
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	No
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	No
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	No
17 - Is there a Sexual Abuse Prevention Program in effect?	No
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	No
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	No
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	No
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	Yes
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	Yes
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	Yes
24 - Are standard applications used for all prospective employees or volunteers?	Yes
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	No
26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	No
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	No

WLO





Coverage Term: 03/16/2026 to 03/16/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	Yes
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	No
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	No

Initial CDW

Date 5/17/2026





Named Covered Party: Buckhead Trails II Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294967 25-01 01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

a. I hereby reject Uninsured Motorist coverage.

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable):
each accident.

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE
(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature
Name

Carlos de La Ossa

Carlos de La Ossa

Title
Date

Chair

5/1/2026



The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.





Named Covered Party: Buckhead Trails II Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294967 25-01 01

Signature Page

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

N/A	Property	TIV: Not Included
N/A	Inland Marine	Blanket Unscheduled IM: Not Included Scheduled Inland Marine: Not Included Total All Inland Marine: Not Included
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage	
X	Crime	
X	General Liability	Ratable Payroll: Not Included
N/A	Law Enforcement Liability	Officers: Not Included
X	Professional Liability	Employees: Not Included
X	Automobile	0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Applies to:	Not Included
N/A	Excess Workers' Compensation	Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).	
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).	

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signed by: Carlos de La Ossa
 Signature CC0CB251E795481... Title Chair
 Name Carlos de La Ossa Date 5/1/2026



Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 05/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

(a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;

(b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;

(c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;

(e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;

(f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Signed by:
By: Carlos de La Ossa
Signature



Witness Signature

Printed Name

Printed Name

Title: _____

Witness Signature

Printed Name

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

**AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that “...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.”; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self-insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

st, and in the best interest of the parties hereto,

that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.

- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

Participation Agreement” shall mean the

application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.

- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
 - (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;

- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

rom Members for the purpose of paying for or

providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.

(c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.

(d) Paying for or providing all or a part of such coverages.

(e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.

(f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.

(g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

- 4.2 VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.
- 4.3 OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.
- 4.4 EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

OR. The trustees shall designate and provide

compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.

- 4.6** COMPENSATION AND REIMBURSEMENT OF TRUSTEES. The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES

- 5.1** NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** RESIGNATION AND REMOVAL OF A TRUSTEE. A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.

(d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.

(e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

(f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.

(g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.

(h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.

(i) To invest and reinvest funds that may come into the possession of the Fund.

(j) To assume the assets and liabilities of the Fund.

(k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.

(l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.

(m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
- (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
- (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (d) To comply with the conditions of the Florida Workers' Compensation Law.
- (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

Agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI

STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII

MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply.

ed in this Agreement in the singular, they shall

be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

12.6 FISCAL YEAR. The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**MENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013