

LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Special Meeting

Thursday April 25, 2024 6:00 p.m.

Location:
Long Lake Ranch Amenity Center
19037 Long Lake Ranch Blvd.
Lutz, FL 33558

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

Long Lake Ranch Community Development District

250 International Parkway, Suite 208 Lake Mary, FL 32746 321-263-0132

Board of Supervisors

Long Lake Ranch Community Development District

Dear Board Members:

The Special Meeting of the Board of Supervisors of the Long Lake Ranch Community Development District is scheduled for Thursday, April 25, 2024, at 6:00 p.m. at the Long Lake Ranch Amenity Center, 19037 Long Lake Ranch Blvd., Lutz, FL 33558.

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-737 or sviera@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Sydney Viera

Sydney Viera District Manager

Long Lake Ranch Community Development District Meeting Date: Thursday, April 25, 2024 Call-in Number: +1 (904) 348-0776 Time: 6:00 PM Meeting ID: 766 858 449# Location: Microsoft Teams Link for Teams Long Lake Ranch Amenity Center, 19037 Link: Long Lake Ranch Blvd., Lutz, FL 33558 Revised Agenda Call to Order/Roll Call I. II. **Audience Comments** – (limited to 3 minutes per individual for agenda items) III. **Presentation of Proof of Publication(s)** Exhibit 1 IV. **Business Items** A. Discussion of Current District Management & Amenity Management Contracts (Vesta Property Services) District Management – Letter of Resignation Exhibit 2 a. Current District Management Contract Exhibit 3 2. Amenity Management a. Current Amenity Management Contract Exhibit 4 b. 2024 Summer Staffing Proposal Exhibit 5 B. Presentation of District Management & Amenity Management **Proposals** 1. Summary of Proposals Exhibit 6 2. Access Management – District & Amenity Management Exhibit 7 Exhibit 8 3. Breeze Homes – District & Amenity Management Exhibit 9 Inframark – District & Amenity Management C. Consideration & Selection of District Management & Amenity Management Proposals V. **Supervisors' Requests** VI. Next Meeting Quorum Check: May 2nd, 6:00 PM

William Pellan	In Person	Пемоте	No
Heidi Clawson	In Person	ПЕМОТЕ	☐ N o
Darrell Thompson	In Person	П ВЕМОТЕ	☐ No
George Smith Jr.	In Person	Пемоте	☐ N o
John Twomey	In Person	Пемоте	No

VII. Adjournment

EXHIBIT 1

LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT NOTICE OF BOARD OF SUPERVISORS SPECIAL MEETING

Notice is hereby given that a special meeting of the Board of Supervisors of the Long Lake Ranch Community Development District (the "District") will be held

on Thursday, April 25, 2024, at 6:00 p.m. at the Long Lake Ranch Clubhouse, Long Lake Ranch Amenity Center, 19037 Long Lake Ranch Blvd, Lutz FL 33558. The purpose of the meeting is to provide District Management and Amenity

Management companies with the opportunity to present their proposals for their

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 737. The meeting is open to the public and will be conducted in accordance with the

provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise

the District Manager's office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 737. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager's office. A person who decides to appeal any decision made at the meeting, with respect to any matter considered at the meeting, is advised that a record of the proceedings is needed 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.

24-00606P

Long Lake Ranch Community Development District Sydney Viera, District Manager

(321) 263-0132, Ext. 737

EXHIBIT 2



386-439-0134 866-864-3488 411 S. Central Ave. Suite B Flagler Beach, FL 32136

www.vestapropertyservices.com/northeast/

April 12, 2024

Vested in your community.

Sarah Sandy, District Counsel Long Lake Ranch CDD 107 W. College Avenue Tallahassee, FL 32301

Re: Long Lake Ranch CDD Management Services

Board of Supervisors,

In accordance with the agreement to provide District Management Services to the Long Lake Ranch CDD, please accept this letter of resignation as our 60-day notice to our contract with the District. We would like to offer an extension to end the month of June for accounting turnover purposes if the board would prefer. Otherwise, our last day of service will be Tuesday, June 11th, 2024.

We sincerely appreciate the opportunity to have worked with the District and wish them all the best in their future endeavors.

Sincerely,

Scott Smith

Scott V. Smith Vice President, District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746

EXHIBIT 3

AGREEMENT BETWEEN THE LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT AND DPFG MANAGEMENT & CONSULTING, LLC FOR DISTRICT MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2020, by and between:

LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, with a mailing address of c/o DPFG Management & Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the "District"); and

DPFG MANAGEMENT & CONSULTING, LLC, a Florida limited liability company, with a mailing address of 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (hereinafter "Consultant" and together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), and by ordinance adopted by the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure;

WHEREAS, the District wishes to retain an independent contractor to provide professional district management services, all as more particularly described herein and in **Exhibit** A, which is incorporated herein by reference;

WHEREAS, Consultant represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with the Consultant for the same; and

WHEREAS, the District and Consultant warrant and agree that they have the right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PURPOSE; SCOPE OF SERVICES: The purpose of this Agreement is for the Consultant to provide professional district management services to the District pursuant to the Act. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Agreement. The Consultant shall not commence providing the services to be performed pursuant to this Agreement and **Exhibit A** until December 1, 2020; provided however, prior to such date, at Consultant's own expense, Consultant may attend District Board meetings, consult with District staff and/or supervisors, and take such other actions as it deems necessary in order to effectively provide the services starting December 1, 2020.

- A. <u>Standard On-Going District Management Services ("Standard Services")</u>. The Consultant shall provide the following Standard Services to the District pursuant to this Agreement:
 - 1. **Management** services include the conducting of one (1) two and one-half (2.5) hour board meeting per month, one (1) workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - 2. **Administrative** services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
 - 3. **Accounting** services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
 - 4. **Assessment Revenue Collection & Reporting** services include all functions necessary for the timely billing, 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.
 - 5. **Website Administration** Consultant shall ensure that the District's website(s) remain in compliance with all applicable Florida law regarding the content and functionality.
 - 6. **Dissemination Agent** Consultant shall serve as the District's dissemination agent under any District continuing disclosure agreements.

- 7. **Field Management Services** services include oversight of field services maintenance, including managing vendor contracts relating to District facilities and landscape/irrigation maintenance.
- B. <u>Time Frame.</u> The Standard Services shall be provided on a monthly basis as detailed in this Agreement.
- **SECTION 3.** <u>ADDITIONAL SERVICES.</u> In addition to the Standard Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in Exhibit A, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services ("Additional Services"). Additional services must be authorized by the District prior to being provided by Consultant. Such Additional Services may include, but are not limited to:
- A. Meetings: Extended meetings (beyond two and one-half (2.5) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- B. Financial Reports: modifications and certifications to special assessment allocation report; true-up analysis;
- C. Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
 - D. Amendment to District boundary;
 - E. Grant Applications;
 - F. Escrow Agent;
- G. Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- H. Extraordinary public records requests that are extensive in nature, as defined by District's adopted Rules of Procedure, requiring significant effort to fulfill.

If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant. All Additional Services will remain subject to the terms and conditions of this Agreement.

SECTION 4. <u>LITIGATION SUPPORT SERVICES.</u> Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Agreement. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

SECTION 5. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.

SECTION 6. <u>DISTRICT MANAGER</u>. Throughout the term of this Agreement, Patricia C. Thibault shall serve as the District Manager for the District. If at any time Patricia C. Thibault shall no longer serve as Consultant's District Manager for the District pursuant to this Agreement, Consultant shall consult with the District's Board of Supervisors regarding the succeeding District Manager hereunder. Notwithstanding the prior sentence, both Parties acknowledge that Consultant shall be acting as an independent contractor under this Agreement and any District Manager provided by Consultant, including Patricia C. Thibault, is solely employees of Consultant and not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise, all as further provided in Section 27 of this Agreement.

SECTION 7. TERM. The initial term of this Agreement commences on December 1, 2020, and continue until November 30, 2021 ("**Initial Term**"), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms ("**Renewal Terms**"), unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors.

SECTION 8. FEES AND EXPENSES; PAYMENT TERMS.

A. Fees and Expenses.

1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit B** to this Agreement, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement.

- 2. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, *Florida Statutes*. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- 3. Fees for the first three (3) years (i.e., the Initial Term and two (2) Renewal Terms) of the Standard Services described in this Agreement are set forth in Exhibit B; thereafter, fees for the Standard Services may be negotiated annually by the Parties. Any amendment to Standard Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Agreement terms.
- 4. In the event the District authorizes a requested change in the scope of services, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- 5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. Payment Terms.

1. **Standard Services**. Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.

- 2. **Additional Services**. Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- 3. **Litigation Support Services**. Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- 4. **Out-of-Pocket Expenses**. Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

SECTION 9. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

SECTION 10. <u>AMENDMENT.</u> Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Consultant.

SECTION 11. RESPONSIBILITIES.

- A. <u>District Responsibilities.</u> The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. <u>Limitations of Responsibilities.</u> To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other Consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

SECTION 12. TERMINATION. This Agreement may be terminated as follows:

- A. By the District for "good cause" immediately, which shall include, but is not limited to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written (electronic) notice to Consultant.
- B. By the Consultant for "good cause" immediately, which shall include, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request

or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written (electronic) notice to District.

- C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the termination of this Agreement, subject to whatever claims or off-sets the District may have against the Consultant. Consultant will make all reasonable efforts to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 13. GENERAL TERMS AND CONDITIONS.

- A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- B. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.
- SECTION 14. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF PASCO, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 15. <u>INDEMNIFICATION</u>.

A. <u>District Indemnification</u>. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff,

and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

- B. Consultant Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
- C. <u>Sovereign Immunity; Indemnification Obligations.</u> Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments as ordered.

SECTION 16. <u>INSURANCE.</u>

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
 - 1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - 2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.

- 3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- 4. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- 5. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- **SECTION 17.** ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- **SECTION 18. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Patricia Thibault ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, and the District's Rules of Procedure; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the District's Records Request Policy; and 5) upon completion of the Agreement, transfer to the District or its designee, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Office products, Adobe PDF formats, or the other information technology systems of the District.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (312) 263-0132, OR BY EMAIL AT PATRICIA.COMINGS-THIBAULT@DPFG.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FL 32746.

SECTION 19. <u>NOTICES.</u> All notices, requests, consents and other communications under this Agreement ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Long Lake Ranch Community Development District

c/o DPFG Management & Consulting, LLC

250 International Parkway, Suite 280

Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300 (32301)

P.O. Box 6526

Tallahassee, FL 32314 Attn: District Counsel

If to the Consultant: DPFG Management & Consulting, LLC

250 International Parkway, Suite 280

Lake Mary, Florida 32746

Attn: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person

to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- **SECTION 20. EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.
- SECTION 21. <u>HEADINGS FOR CONVENIENCE ONLY.</u> The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- SECTION 22. AGREEMENT; CONFLICTS. This instrument, together with accompanying Exhibits A and B, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and Exhibits A and B this instrument shall control.
- AGAINST THIRD-PARTY INTERFERENCE. A default by either the District or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the District or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement

or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. <u>COUNTERPARTS.</u> This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

ATTEST:	LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT
Bryan Radcliff Secretary / Assistant Secretary	Chairperson, Board of Supervisors
WITNESS:	DPFG MANAGEMENT & CONSULTING, LLC, a Florida limited liability company
(Print Name)	By:Maik Aagaard Its:President
Exhibit A: Scope of Services	

Exhibit B: Schedule of Fees

IN WITNESS WHEREOF, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

ATTEST:	LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT	
Secretary / Assistant Secretary	Chairperson, Board of Supervisors	
WITNESS:	DPFG MANAGEMENT & CONSULTING, LLC, a Florida limited liability company	
Daao		
JEnnifiel Angarep (Print Name)	By:Maik Aagaard	
	Its:President	

Exhibit A:

Exhibit B:

Scope of Services

Schedule of Fees

Exhibit A: Scope of Services

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

1. MANAGEMENT:

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

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

2. ADMINISTRATIVE:

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

- **D.** Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy. Fulfilling routine public records requests shall not result in additional charges to the District see Additional Services for extraordinary public records requests.
- **E.** Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

3. ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - i. Chart of Accounts
 - ii. Vendor and Customer Master File
 - iii. Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - i. Cash Investment Account Reconciliations per fund
 - ii. Balance Sheet Reconciliations per fund
 - iii. Expense Variance Analysis
- **3.** Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- **4.** Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- **5.** Manage banking relations with the District's Depository and Trustee.
- **6.** Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- **8.** On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- **9.** Provide Audit support to auditors for the required Annual Audit starting with the Annual Audit for Fiscal Year ending September 30, 2021, as follows:
 - i. Review statutory and bond indenture requirements
 - ii. Prepare Audit Confirmation Letters for independent verification of activities.
 - iii. Prepare all supporting accounting reports and documents as requested by the auditors
 - iv. Respond to auditor questions
 - v. Review and edit draft report
 - vi. Prepare year-end adjusting journal entries as required
- **10.** Provide for transmission of the Audit to the County and the Auditor General's Office of the State.

11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

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

C. Accounts Payable/Receivable

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

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a. Vendor Agreement completion status
 - **b.** Verify Change Orders for materials
 - c. Check for duplicate submittals
 - **d.** Verify allowable expenses per Bond Indenture Agreements such as:
 - i. Agreement Assignment
 - ii. Acquisition Agreement
 - iii. Project Construction and Completion Agreement
- 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
- **4.** Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.

5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

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

F. Risk Management

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

4. ASSESSMENT REVENUE COLLECTION AND REPORTING:

A. Administer Prepayment Collection:

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

B. Administer Assessment Roll Process:

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

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

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

D. True-Up Analysis:

- 1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
- **2.** Prepare true-up calculations and invoice property owners for true-up payments as necessary.

5. WEBSITE ADMINISTRATION:

A. Consultant shall, ensure that the District's website(s) remain in compliance with all applicable Florida law regarding the content and functionality of such website and provide for the long-term storage of all website content and email in compliance with all applicable Florida law for public entities regarding records retention.

6. DISSEMINATION AGENT:

A. Consultant shall serve as the District's dissemination agent under any applicable continuing disclosure undertakings of the District, which shall include fulfilling all duties of the Dissemination Agent set forth in such continuing disclosure undertaking. The District current has three (3) Continuing Disclosure Agreements outstanding that must be reported under

7. FIELD MANAGEMENT SERVICES:

- **A.** Provide one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts and one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things, recommended action items.
- **B.** Oversee the District's landscape maintenance contractor and arborist, including approving contractor monthly and weekly plans, validating work performed meets contract requirements, approving invoices from the vendors after determining that the goods or services were received in good condition, and confirming all landscaping meets District Landscape Standards including ensuring trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash and irrigation systems are fully functional;
- C. Managing the District's Landscape Maintenance RFP, as often as needed;
- **D.** Responsible for oversight of field services maintenance, including managing vendor contracts relating to the Common Areas;
- **E.** Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices.

- **F.** Ensuring that outside vendors meet all contract terms and conditions as outlined, provide quality services, and evaluate their performance;
- **G.** Supervise any staff hired by Consultant and/or contractors necessary to perform the maintenance management duties;
- **H.** Oversee the District's aquatic plant maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition and consistently monitor all community ponds for algae and seepage/bank issues;
- I. Oversee the District's contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs (e.g., broken sprinkler heads, etc.);
- **J.** Oversee the Amenity Management personnel's performance of maintenance duties for the Amenity Facilities (the Amenity Management Services company shall be responsible for the day-to-day maintenance of the amenities as well as responsible for maintaining a presentable appearance of the amenities.);
- **K.** Report professionally at each District Board meeting with monthly management report and with status of all repairs completed, and provide periodic suggestions of key items needed to enhance the community;
- L. Survey all community light structures weekly and replace as needed or call utility provider for replacement of major community lights;
- **M.** Monitor all roads for potholes or drainage issues, sidewalks, curbs, street signs, monuments, and informational signs, and report to the appropriate groups for repair;
- N. Oversee and maintain community parks and dock;
- **O.** Maintain and assess playground equipment for safety issues on a regular basis;
- **P.** Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;

ADDITIONAL SERVICES:

1. Meetings - extended meetings (beyond 2.5 hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

2. Financial Reports

- **A.** Modifications and Certification of Special Assessment Allocation Report;
- **B.** True-Up Analysis;
 - a. Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.

3. Bond Issuance Services

- A. Special Assessment Allocation Report;
 - 1. Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - 2. Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - **3.** Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
- **B.** Bond Validation;
 - 1. Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - 2. Provide expert testimony at bond validation hearing in circuit court.
- C. Certifications and Closing Documents;
 - 1. Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- **D.** Amendment to District boundary;
- E. Grant Applications;
- F. Escrow Agent;
- **G.** Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- **H.** Extraordinary public records requests that are extensive in nature, as defined by District's adopted Rules of Procedure, requiring significant effort to fulfill;

<u>LITIGATION SUPPORT SERVICES</u>: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

1. Issue estoppel letters as needed for property transfers

- **A.** Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
- **B.** Issue lien releases for properties which prepay within in the District.

2. Bond prepayment processing

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

Exhibit B – Schedule of Fees

Standard Services: billed monthly pursuant to the following schedule:

Standard Service Description	Annual Fee ¹		
	Year 1	Year 2	Year 3
	(Initial Term)	(Renewal Term 1)	(Renewal Term 2)
Management ²	\$19,250	\$19,250	\$19,900
Administrative	\$3,750	\$3,750	\$3,900
Accounting	\$17,500	\$17,500	\$18,000
Financing and Revenue	\$4,000	\$4,000	\$4,100
Collection & Assessments			
Website Administration	\$3,000	\$3,000	\$3,100
Dissemination Agent	\$4,000	\$4,000	\$4,100
Field Management	\$5,000	\$5,000	\$5,000
Collaborative Incentive Bonus ³	(\$2,000)	(\$2,000)	(\$2,000)
TOTAL	\$54,500	\$54,5000	\$56,100

¹The Initial Term shall be billed pursuant to the fees provided for Year 1. The first and second Renewal Terms will be billed pursuant to the fees provided for Year 2 and Year 3, respectively. Any Renewal Terms thereafter shall be billed pursuant to the fees provided for Years 2 through Year 3, unless otherwise agreed to by the Parties as provided for in the Agreement. Includes administrative fee or fixed miscellaneous fees to cover all supplies or services to support District Management; except office expenditures for mass mailings, notices, overnight delivery, and reproduction costs in excess of \$50.00 will be billed to the District at cost. Agenda packages in paper (production, printing, binding, delivery) will be billed to the District at cost (approx. \$60 per meeting).

Additional Services:

Description	Fee Basis	Fee Budget
Extended and Continued Meetings	Hourly	\$ 175 per meeting for each hour in excess of 2.5 hours.
Services related to correction and/or modification of any District actions prior to December 1, 2020, including prior year's financial audits.	Per Occurrence	Upon Request
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to Special Assessment Allocation Report	Per Occurrence	Upon Request

² Meetings will include as many agenda items as the Board or Committee can realistically cover in the time allocated. Time allocation for specific issues may vary – some topics can be completed quickly; others will need extra time for discussion. As a general guideline, DPFG will bill for meeting time based on an hourly rate of \$175 per meeting for each hour in excess of 2.5 hours.

³ Provided for the duration in which the District also engages Vesta Property Services, Inc. for its Amenity Management Services contract.

Description	Fee Basis	Fee Budget
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests Requiring Significant Effort to Fulfill	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

Additional Third-Party Services:Pre-Payment Collections/Estoppel/Lien Releases:

Upon Request Upon Request Lot/Home owner Per Occurrence Bulk Parcel(s) Per Occurrence

EXHIBIT 4

AGREEMENT BETWEEN LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR AMENITY FACILITY MANAGEMENT AND MAINTENANCE SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into as of the <u>1st</u> day of <u>OCTOBER</u>, 2022, by and between:

LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the "District"), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, with offices located at 1020 E. Brandon Blvd. Ste. 207, Brandon, Fl. 33511 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to a clubhouse, swimming pool facilities, other recreation facilities, and common area (collectively, "Facilities"); and

WHEREAS, the District intends to provide for the operation and maintenance of the Facilities; and

WHEREAS, Contractor has a background in the management and maintenance of recreation facilities and other common areas and is capable and willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into this Agreement with Contractor to manage and/or maintain the Facilities and common areas and to provide other services as described in this Agreement and included in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (collectively, "Services").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement. The Contractor shall not commence providing the services to be performed pursuant to this Agreement

and **Exhibit A** until October 1, 2022; provided however, prior to such date, at Consultant's own expense, Consultant may attend District Board of Supervisors' ("**Board**") meetings, consult with District staff and/or supervisors, and take such other actions as it deems necessary in order to effectively provided the Services starting October 1, 2022.

- 3. SCOPE OF SERVICES. Contractor shall provide the Services in accordance with the terms of this Agreement and as all further described in the attached **Exhibit A**:
 - **A.** Management. Contractor shall provide a full-time, on site District Coordinator/Maintenance ("District Coordinator") who shall be responsible for general management, operation, and maintenance of the Facilities.
 - **B.** Staffing. Contractor shall provide hourly attendants per Exhibit B
 - C. Changes in Services. Should the District modify its staffing requirements related to the Services provided by Contractor under this Agreement, Contractor shall provide a revised proposal that reflects such modifications, whether they would result in a net increase or net decrease in the staffing requirements and/or in its corresponding compensation for the Services under this Agreement. If such revised proposal is accepted by the District, this Agreement, including any adjustments in the compensation, shall be amended accordingly as further provided hereunder.
- **4. COMPENSATION.** Contractor shall be compensated for providing the Services described in Section 3 of this Agreement in accordance with the following terms:
 - **A. Managerial Services.** Contractor shall provide the Management Services described in Section 3.A. at the following rates:
 - i. For Year 1 (hereinafter defined): Seventy-Three Thousand Six Hundred Seventy-Eight Dollars (\$73,678.00).
 - ii. For Year 2 (hereinafter defined): Seventy-Six Thousand Two Hundred Fifty-Six Dollars and Seventy-Three Cents (\$76,256.73).
 - iii. For Year 3 (hereinafter defined): Seventy-Eight Thousand Nine Hundred Twenty-Five Dollars and Seventy-Two Cents (\$78,925.72).
 - **B.** Staffing Services. Contractor shall provide Staffing Services on a costplus basis with the rates described in **Exhibit B**. The District will only be invoiced for actual hours worked.

- Compensation Amendments. Contractor acknowledges the prices of this Agreement are firm and that Contractor may change the prices only with the District's written consent, as evidenced by a vote of the District's Board. Notwithstanding the prior sentence, should a mandatory minimum wage increase be implemented by the State of Florida ("State") during subsequent Renewal Terms of this Agreement, Contractor may submit, in writing to the District, a request for a fee amendment corresponding to such an increases and the District's Board shall, in good-faith, consider such proposal at its next Board meeting.
- **D. Mileage Expenses**. The District shall reimburse Contractor for mileage expenses incurred due to conducting District business with either a Contractor-owned vehicle or a personal-owned vehicle (rather than a District-owned vehicle.) Such allowed mileage reimbursement shall include travel conducted within the District's property and/or offsite travel to procure supplies needed for the District. Reimbursement rates shall be determined per the Internal Revenue Services ("IRS") guidelines and there shall be no "mark-up" of the expense by Contractor, who shall document the mileage expenses with appropriate back-up information such as mileage figures for each trip.
- **C. Invoices.** Contractor shall invoice the District monthly for its services. Contractor shall provide, upon request, copies of employee payroll reports documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, *Florida Statutes*.
- 5. TERM. The initial term of this Agreement commences on October 1, 2022 and continues until September 30, 2023 ("Year 1"), unless terminated earlier by either part in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms ("Renewal Terms"), unless terminated pursuant to its terms. If renewed, the first Renewal Term shall be from October 1, 2023, and continues until September 30, 2024 ("Year 2") and the second Renewal Term shall be from October 1, 2024, and continues until September 30, 2025 ("Year 3").

6. GENERAL PROVISIONS.

A. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

- **B.** Contractor shall promptly respond to any and all emergencies or problems related to the Facilities or District property, and shall report to the District Manager all known problems related to the Facilities or District property within seventy-two (72) hours.
- C. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.
- **D.** Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services. Contractor understands and agrees that office supplies shall be provided by the District in an amount not to exceed the District's adopted budget for such items, and should additional office supplies be needed, Contractor shall submit a written request to the District, and the District may approve or deny such request in its sole discretion.
- **E.** Residents shall pay the applicable hourly rate for Coordinator and/or Clubhouse Attendants for temporary staffing services, such as after-hours private birthday parties and private facility rentals, the total price for which shall be due to Contractor prior to the commencement of such services.
- **F.** Contractor shall provide use of its Food and Beverage, Alcohol and Catering Licenses for District Events at no additional charge to the District.

- **G.** Contractor shall provide assistance in the development and execution of a marketing and communications plan and periodic community surveys at no additional charge to the District.
- **H.** Contractor shall provide assistance in managing and administering the District's website and newsletters to ensure prompt, convenient and accurate information is published at no additional charge to the District.
- **I.** Contractor shall secure "preferred pricing" from vendors when possible, at no additional charge to the District.
- J. At the discretion of the District, Contractor may be provided and use a District-issued debit card and/or credit card to make purchases on behalf of the District for District-related business, within certain purchase limits defined by the District. If the District shall prefer instead to have Contractor make such purchases and then seek reimbursement by the District, the District agrees to reimburse Contractor for any sales taxes levied on such purchases, as well as reimburse Contractor for processing the payment and submitting for reimbursement to the District. The reimbursement fee to Vesta shall be equal to 5% of the total expense.
- K. Every attempt shall be made by Contractor to conduct periodic training and development of the on-site Contractor employees while on the District's property; however, on some occasions an employee may need to leave for training, appropriate certification classes, etc. that are conducted elsewhere besides on the District's property. Such absences shall be conducted in a manner that results in minimal-to-no impact on Contractor's day-to-day management of the District's amenities. Should such absences result in a shift not being covered by other Contractor staff, Contractor shall provide a commensurate credit to the District as further provided herein.
- L. Contractor's on-site employees shall earn appropriate Paid Time Off ("PTO") benefits (such as vacation and "sick time") from Contractor, consistent with Contractor's standard policies and industry norms. Vesta shall ensure that appropriate operational support shall be provided to its on-site staff in the absence of the on-site Coordinator who is utilizing his or her PTO benefits. This shall be accomplished by Contractor's scheduling of appropriately trained and supervised on-site staff and every attempt shall be made by Contractor to adequately cover such absences.
- M. In the event of an unexpected or unforeseen absence by on-site staff, every attempt shall be made by Contractor to provide alternate staffing and avoid any disruption of its amenity management services. However, staffing replacements cannot be reasonably guaranteed in each and every instance, due to either a lack of prior notice being provided to Contractor management and/or a lack of availability of suitable, local staffing substitutes. Should such absences result in a shift not

being covered by other Contractor staff, Contractor shall provide a commensurate credit to the District as further provided herein.

- **N.** To the extent that any other terms provided in **Exhibit A** conflict with the terms of this Agreement, the terms of this Agreement shall control.
- 7. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently begin repairs of any damage resulting from the Services within twenty-four (24) hours, and complete such repairs as soon as possible thereafter. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
- 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.
- 9. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly, and in no event within more than seventy-two (72) hours, provide a written report to the District Manager documenting all accidents, injuries or claims for damage relating to the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board expressly directs Contractor otherwise, in writing.
- 10. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the parties shall account to each other with respect to all matters outstanding as of the effective date of termination. Furthermore, upon termination, the District agrees not to employ or otherwise contract with Contractor's District Coordinator for one (1) year from the effective date of termination and/or the expiration of this Agreement.

11. Insurance.

- **A.** Contractor shall maintain throughout the term of this Agreement the following insurance:
 - **i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - **ii.** Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.
 - **iii.** Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).
 - iv. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- **B.** The District and its staff, consultants, and supervisors shall be listed as certificate holders and additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

12. INDEMNIFICATION.

- **A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **B.** Contractor will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Contractor's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Contractor's officers, directors, agents, assigns, or employees.
- 13. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

- 14. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees, and costs for trial, alternative dispute resolution, or appellate proceedings.
- 15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.
- **16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.
- 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.
- **18. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.

1020 E. Brandon Blvd. Ste. 207

Brandon, Fl 33511 Attn: Neil Wayne

B. If to District: Long Lake Ranch Community

Development District

250 International Parkway, Suite 280

Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Ave. Tallahassee, Florida 32301 Attn: District Counsel

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

the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- 19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.
- **20. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.
- 21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.
- **22. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on September 30, 2025, unless terminated earlier in accordance with this Agreement.
- PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Patricia Comings-Thibault ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (312) 263-0132, OR BY EMAIL AT TDOBSON@DPFGMC.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FL 32746.

- **24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
- 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- **26.** COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.
- 27. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 28. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is

now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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IN WITNESS WHEREOF, the Parties have caused these presents to be validly executed as of the Effective Date.

Long Lake Ranch Community Development District	VESTA PROPERTY SERVICES, INC Docusigned by:
By: Wa A. Pala	By: Don Armstrony 5E0B9D30430A4CB
Print Name: William A. Pellan	Print Name: Dan Armstrong
Γitle: Chairman	Title: CFO
Exhibit A: Scope of Services Exhibit B: Hourly Rates	

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EXHIBIT A

AMENITY MANAGEMENT – SCOPE OF SERVICES

A. General Management

- A. Provide professional management and oversight to perform the services set forth in this Scope of Services ("Scope");
- B. Upon request of the District Board of Supervisors' ("Board") or District staff, attend meetings in-person or via telephone to provide any updates or address concerns;
- C. Respond promptly to any Board member's communications regarding questions or concerns related to this Scope;
- D. Administer the recruitment, hiring, training, oversight, and evaluation of facility operations, maintenance, and pool personnel;
- E. Record visits to the District in a log with date and time entries; and
- F. Provide weekly personnel activity reports regarding facility operations, maintenance activities, and pool attendants to the Board of Supervisors.

B. Facility Management.

- a. Manage all maintenance and recreation operations for the District;
- b. Manage the staff provided by Contractor and ensure mission completion;
- c. Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, property issues, and other questions and concerns);
- d. Manage and execute the maintenance and recreation budget adopted by the District Board and provide monthly update on all activities;
- e. Ensure amenity center is kept in pristine condition for residents at all times;
- f. Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;
- g. Ensure all subcontracts and outside vendor maintenance contracts are executed and managed as described (including but not limited to pool cleaning, security, lake maintenance, and landscape maintenance);
- h. Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
- i. Consistently monitor all community ponds for algae and seepage/bank issues and monitor all water fountains in lakes, and report any issues to the District Manager;
- j. Coordinate major repairs and retain related documentation;
- k. Supervise and schedule all onsite staff provided by Contractor;
- 1. Administer the card access program for residents, guests and others using the District's Facilities:
- m. Manage event rentals, including calendar, rental forms, and security deposits;
- n. Enforce the District's policies, rules and regulations of the facilities, including administering temporary suspensions of privileges to use the Facilities;
- o. Respond to and document incidents that occur at the Facilities;

- p. Present professional updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
- q. Train all staff to treat residents with respect;
- r. Display flexibility in handling after hours emergency calls;
- s. Have expansive knowledge with Microsoft Word, Excel and Power-Point;
- t. Have at least 2 years of management experience in a similar environment or community atmosphere;
- u. Have a flexible schedule and be available to oversee parties or events at the District's facilities and ensure facilities are cleaned and returned to pre-event or party state. If applicable, facility management will document the reasons for withholding all or a part of a security deposit for damages, failure to clean, or any other reason;
- v. Monitor the security cameras;
- w. Perform set up and clean-up of District facilities used for parties or events and for all Board meetings
- x. Shall order all necessary supplies to complete required tasks for District maintenance, including routine cleaning equipment. In the event that special services be required, and after approval by the Board, such special services will be provided by a third-party contractor and related expenses shall be billed to the District; and
- y. Shall solicit at least three (3) separate quotes for vendor contracts and negotiate the same

C. Maintenance Duties.

- a. Maintain amenity center and other community properties, etc.; complete minor repairs to the clubhouse for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, and power washing fences and sidewalks;
- b. Responsible for routine repairs and upkeep to all facilities parking areas, monuments, common area, clubhouse, mail pavilion, community park(s), dock, playground equipment, tennis courts and basketball courts, etc.;
- c. Repair equipment as able and promptly report the need for any repairs not able to be performed by staff;
- d. Monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor:
- e. Control cobwebs and prevent other debris from accumulating on exterior walls, amenity center fences and gates, lake deck and lake walking bridge. Control ants and bees in common areas beside the clubhouse, playground and pavilions;
- f. Check, repair, and replace all exterior and interior lighting and replace air conditioner filters as needed (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);
- g. Check and assess conditions of roads, parking lot, sidewalks, curbs, street signs, monuments, and informational signs;

- h. Pressure wash all pool decks, monuments, hardscape, curbs, sidewalks, sports courts and clubhouses at least twice per year, or more often if needed;
- i. Swimming Pool Decks: blow off entire pool deck, arrange furniture, clean outdoor furniture, empty and clean all waste receptacles, adjust umbrellas, clean BBQ grill(s), and inspect bathrooms, and clean and refill supplies as needed;
- j. Parking Lot and Amenity Center sidewalks: blow off debris;
- k. Pick up trash and empty waste receptables around District property, including empty waste receptacles and pick up debris around all entrances, picnic areas, swimming pool decks, parks, playgrounds, sports courts, doggie stations, sidewalks/landscaping around clubhouses.
- 1. Attend to Doggie Stations; replace bags as necessary and clean outside of trash bins and lids (or manage subcontractor performing such services);
- m. Assess and advise the Facility Manager of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- n. Clean all bathrooms, including the bathrooms at both pools and the park pavilion, at least two (2) times per week. Bathroom cleaning includes but is not limited to, all toilets, bases behinds toilets, urinals, stalls, counters, mirrors, sinks, baby stations and floors. Paper products shall be replaced as needed; and
- o. Routine cleaning of District facilities, including:
 - i. vacuuming carpet and spot-treating stains as needed;
 - ii. dusting window ledges and blinds, furniture, baseboards, countertops and lights;
 - iii. cleaning all windows, including window ledges and blinds;
 - iv. cleaning all BBQ grills, picnic tables, and water fountains; and
 - v. organizing storage closets, including proper storage and labeling of all equipment and cleaning supplies.
- p. Maintain and manage preventative maintenance records, inventories, purchases, warranties, regular maintenance and inspections for the Facilities, as needed including fire inspections, pest control, mechanical systems, and security alarms;
- q. Oversee maintenance and operation of the security systems and structures installed at the Facilities, and respond to calls and other items from the security provider.

D. Pool Monitors/Facility Attendants.

- a. Support Facility Management in all of its duties;
- b. Open the clubhouse and prepare it for resident use in the morning, turn music on and off at the beginning and close of each day, close the clubhouse at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
- c. Monitor resident use of amenity; when more than one employee is on-duty, one employee shall remain in the amenity at all times during normal hours of operation;
- d. Monitor the pool area, clubhouse and playground and conduct random checks daily to ensure non-patrons are not using the amenities;
- e. Set up amenity center as requested for all events or meetings;

- f. Engage confrontational residents and report issues to the Facility Manager or to the Pasco County Sheriff, as appropriate; and g. Notify the Facility Management of repairs, as needed.

Exhibit B

Services	Hours or Frequency (Recommendation)	FY 2023 10/1/2022 – 09/30/2023	FY 2024 10/1/2023 – 09/30/2024	FY 2025 10/1/2024 – 09/30/2025
Amenity Management Contract & Facility Manager Salary	N/A	\$73,678.00	\$76,256.73	\$78,925.72
Facility Attendant	8 hours/day, weekends only (832 total hours)	\$15,808.00	\$16,640.00	\$17,472.00
Facility Maintenance	4 hours/day (M-F) (1,040 total hours) \$27,040.00		\$28,080.00	\$29,120.00
Summer FA/Pool Monitor (June 6 – September 6) 13 Weeks	4 hours/day (7 days a week for 13 weeks) (364 total hours)	\$6,916.00	\$7,280.00	\$7,644.00
Total		\$123,442	\$128,257	\$133,162

^{*}Salaried and hourly rates Include monthly management fee and payroll burden for each position.

EXHIBIT 5

Exhibit A

Services	Hours or Frequency (Recommendation)	FY 2024 10/1/2023 – 09/30/2024	Notes	
	4 hours/day (7 days a week for 16 weeks) (448 total hours)	\$9,408.00	Based on maximum hours worked.	
Total	\$9,408			

EXHIBIT 6

LONG LAKE RANCH CDD: PROPOSAL SUMMARY FOR AMENITY & DISTRICT MANAGEMENT SERVICES (2024)

		CURRENT (FY 23-24):			
		VESTA	ACCESS	BREEZE	INFRAMARK
AMENITY MANGEMENT					
Bid On?		HONOR CONTRACT	YES	YES	YES
Fees:	Details	Total			
Amenity Mgmnt Contract + Facility Manager	FT 40 Hr/Wk (Salary)	\$ 76,257	\$ 75,000	\$ 82,079	
General Maintenance	PT 20 Hr/Wk M-F (Hourly)	\$ 28,080	\$ 18,000	\$ 26,756	
Facility Attendant (Weekends Only)	PT 16 Hr/Wk WkEnds (Hourly)	\$ 16,640	\$ 30,000	\$ 18,262	
Seasonal Pool Monitor / Facility Attendant	7 Days/Wk @ 4 hr/Day				
	RFP: 15 Wk (420 Hr)		\$ 9,000	\$ 9,711	
	Current: 13 Wk (364 Hr)	\$ 7,280			
	Extended: 16 Wk (448 Hr)	\$ 9,408			
TOTAL - Current	Vesta Current Summer FA	\$ 128,257			
	Vesta Extended Summer FA	\$ 130,385			
TOTAL - RFPs	RFP - Year 1		\$ 132,000	\$ 136,808	\$ 133,127
	RFP - Year 2		\$ 135,960	\$ 140,611	\$ 137,131
	RFP - Year 3		\$ 140,041	\$ 144,605	\$ 141,245
		FY 24-25 Total:\$133,162 (3.7%			No fee break down; slide 7 states 3%
Notes:		increase)	Annual 3% increase;	about 2.8% annual increase	annual increase
DICTRICT NAANIA CENAENIT					
DISTRICT MANAGEMENT					
Bid On?		YES	YES	YES	YES
DISTRICT MANAGEMENT				_	
Management	Task 1	\$ 19,900	\$ 20,000	\$ 20,000	\$ 18,000
Administrative	Task 2	\$ 3,900	\$ 12,000	\$ 10,000	\$ 5,000
Accounting	Task 3	\$ 18,000	\$ 12,000	\$ 10,000	\$ 10,000
Financial and Revenue Collection (Asmnt Roll Prep)	Task 4	\$ 4,100	\$ 6,000	\$ 5,000	\$ 5,000
Field Management	Task 5	\$ 5,000	\$ 6,000	\$ 5,000	\$ 7,200
Website Administration	Task 6	\$ 3,100	\$ 1,800	-	-
Dissemination Agent	Task 7	\$ 4,100	\$ 3,000	\$ 3,000	\$ 3,000
Vesta Collaborative Incentive Bonus		\$ (2,000)			
DM TOTAL - RFPS	•	\$ 56,100	\$ 60,800	\$ 53,000	\$ 48,200
	RFP - Year 2		\$ 62,624		\$ 49,406
	RFP - Year 3		\$ 64,505		\$ 50,649
				Side 10 - current DM fees listed incorrect. DM Fee based on 12	
		Meetings billed @ \$175/hr for		mtg/year 3 hr each; mtgs bill @	
Notes:		each hr in excess of 2.5	Annual 3% increase;	\$225/per hour in excess of 3 hr	Annual 2.5% increase
			·		
TOTAL - Year 1 AM + DM		\$ 184,356.73	\$192,800.00	\$ 189,808	\$ 181,327

EXHIBIT 7

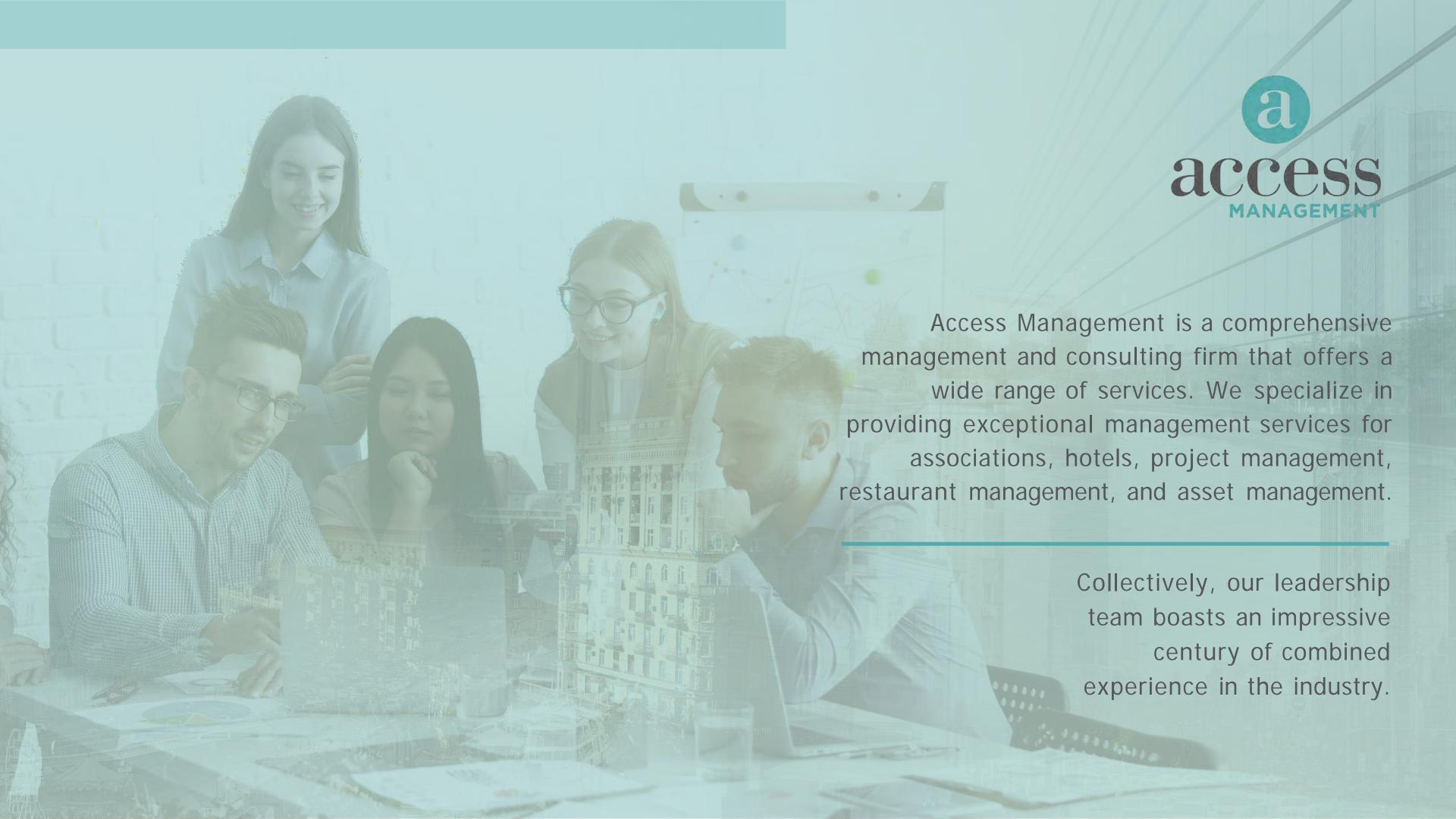
Proposal for onsite amenity management services ("Amenity Management") and District management services ("District Management") created for

Long Lake Ranch Community Development District



Credibility. Integrity. Expertise.





Our Mission

To provide an extensive array of outstanding management services that cultivate unforgettable experiences and enrich the lives of both your family and ours.

We are fully committed to maximizing the value of owners' assets. By conducting thorough market and operational analyses, carefully planning capital expenditures, and strategically positioning assets, we optimize market reach and effectively manage costs to maximize return on investment (ROI).





EXPERIENCE THE

Access Difference

- We ensure full accessibility for our associates, owners, investors, clients, residents, guests, and vendors.
- We prioritize honesty and transparency in all our interactions.
- Our team provides a high level of care and attention, delivering personalized service.
- Our leadership adopts a strategic approach, actively engaging with the team and listening to their feedback to take effective action.
- We recruit, train, and nurture talented individuals who genuinely care, making us the preferred employer.
- We are a hands-on team, fully committed to supporting you.
- We possess extensive experience in crucial markets.
- We provide timely and accurate reporting.
- We consistently achieve outstanding financial results.

Company Profile

Corporate Headquarters:

1170 Celebration Blvd, Suite 202, Celebration, FL 34747

 Additional corporate offices in Tampa, Sarasota, Naples, and Myrtle Beach (currently servicing the southeast region including North Carolina and South Carolina)

Financial Position of the Company:

Access Management is a privately owned firm with three partners, and we maintain a strong financial standing. As part of our growth strategy, we have successfully expanded and have plans to open additional offices in the coming year. We are on a promising trajectory to increase our client base by 20% within the next 12 months. Notably, our growth has been primarily organic, driven by positive word-of-mouth referrals, and we have not needed to acquire other companies to sustain our steady expansion over the past several years.

Employee Type Breakdown:

- Executive Leadership: 4
- Senior Management: 15
- LCAMs: 60+
- Hotel Operations: 600+
 Administrative: 100

- Accounting: 30+
- Maintenance: 30+
- Transition: 6
- Website: 3
- Food & Beverage: 80+



Barry Caplan CEO & President



Cathy Brand
CFO & Managing Partner



Michael W. Laster
Senior VP of Operations
& Partner

Professional Affiliations

We place great importance on community involvement and active participation in organizations that impact both your community and our rapidly evolving industry.

By engaging in these activities, our team gains practical knowledge and insights from industry leaders, adopts best practices, and utilizes research and tools that are integral to our daily operations.

This enables us to keep our clients well-informed about the latest news, legislative updates, and issues that affect community associations.

































Partners In Excellence

Access Management has earned the trust of the nation's leading home builders and construction companies, who repeatedly choose us to oversee their prestigious developments. Our shared dedication to excellence drives us to go above and beyond in preserving the beauty and essence of these communities.

At Access Management, we are unwavering in our commitment to maintaining our communities in impeccable, like-new condition.



































Industry Credentials

Obtaining the AAMC accreditation through the Community Association Institute is a testament to a company's dedication in delivering the unique and diverse services required by community associations. An Accredited Association Management Company ensures that its staff possesses the necessary skills, experience, and integrity to support the success of these communities. With advanced training and a demonstrated commitment to the industry, the managers at an AAMC are the sought-after professionals that community association boards aim to hire.

Currently, Access is in the process of acquiring its AAMC accreditation and actively participates in the local and national chapters of the Community Association Institute. We take pride in providing ongoing training to our team members, and many of our management staff hold numerous designations, including:















TRUSTED
PARTNERS
TO OWNERS,
DEVELOPERS
AND
INVESTORS.





Corporate Organizational Structure





BARRY CAPLAN

CEO & President

38+ yrs industry experience
17+ yrs making the Access Difference



CATHY BRAND

CFO & Managing Partner

37+ yrs industry experience
17+ yrs making the Access Difference



KRISHNA DASS
Director of Corporate Strategy & People
Operations

25+ yrs industry experience
5+ yrs making the Access Difference



MICHAEL W. LASTER
Senior VP of Operations & Partner

22+ yrs industry experience
10+ yrs making the Access Difference



DAVE WALTER

VP of Operations & Food & Beverage

25+ yrs industry experience

15+ yrs making the Access Difference



VALERIE VELAZQUEZ
Corporate Director of Lifestyle Management
20+ yrs industry experience
11+ yrs making the Access Difference



Corporate Director of Human Resources
27+ yrs industry experience
9+ yrs making the Access Difference

KARYN WALTER



KRISTON NOTTINGHAM

Director of Transitions & Technology

20+ yrs industry experience
6+ yrs making the Access Difference



TONY VENTURA
Corporate Executive Chef

20+ yrs industry experience
3+ yrs making the Access Difference



Krista Meloon

Regional Director of Operations - CFL

10+ yrs industry experience
1+ yrs making the Access Difference



LESLI RITCHIE

Regional Director of Operations - SWF

20+ yrs industry experience
5+ yrs making the Access Difference



DAVID GRANT

Regional Director of Operations - Tampa

20+ yrs industry experience

< 1 year making the Access Difference



Qualification & Experience

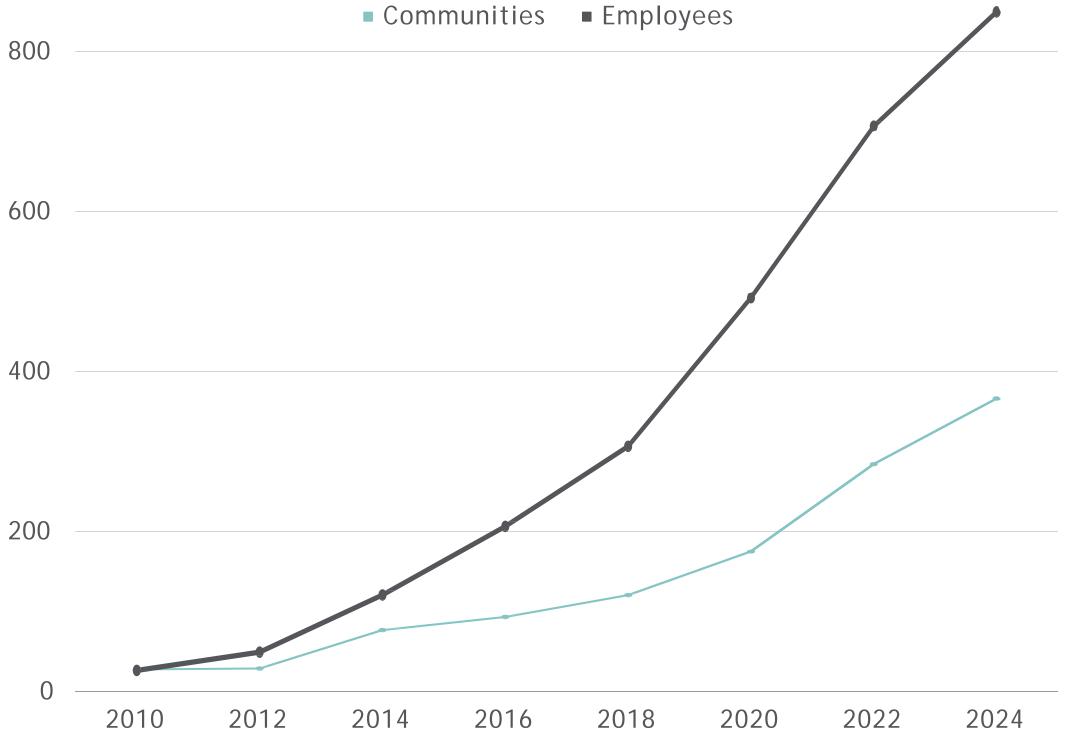
At Access Management, our focus is on elevating communities to greatness. We understand that a great community is characterized by its beauty, financial stability, favorable property values, and the love residents have for their homes. With our hands-on approach, we actively participate in all aspects of residential community management, from strategic initiatives to day-to-day operations. Drawing from our expertise in hotel and resort management, we specialize in managing large-scale communities with complex amenities. Our sister company, Access Hotels & Resorts, is a trusted name in the industry and has been recognized as a top hotel management company in the United States. With our decades of experience and commitment to providing resort-level service, we strive to help community associations achieve their goals and meet the needs of every homeowner.



Strategic Growth

Our growth has paralleled that of our clients and team. At Access Management, we adopt a proactive approach to staffing, both at our corporate offices and within the community and resort communities we serve.

This ensures that we are wellequipped to meet and surpass the needs and expectations of our valued clients.



Hotel Management

New Orleans Airport Hilton

Hampton Inn – Newburgh, New York

Hampton Inn – Harriman, New York

Hotel Spero - San Francisco, California The

Marker - San Francisco, California

Hyatt Centric - Koreatown/Los Angeles, California (under development)

Distrikt Hotel - New York, New York

Distrikt Hotel - Pittsburgh, Pennsylvania 414

- New York, New York

The Seton Hotel - New York, New York

Roaring Brook Ranch Resort - Lake George, New York, York

Merrion Row Hotel and Public House - New York, New York

The Kenilworth Inn - Kenilworth, New Jersey

Holiday Inn Express – Laurel, Maryland

Trumbull and Porter - Detroit, Michigan

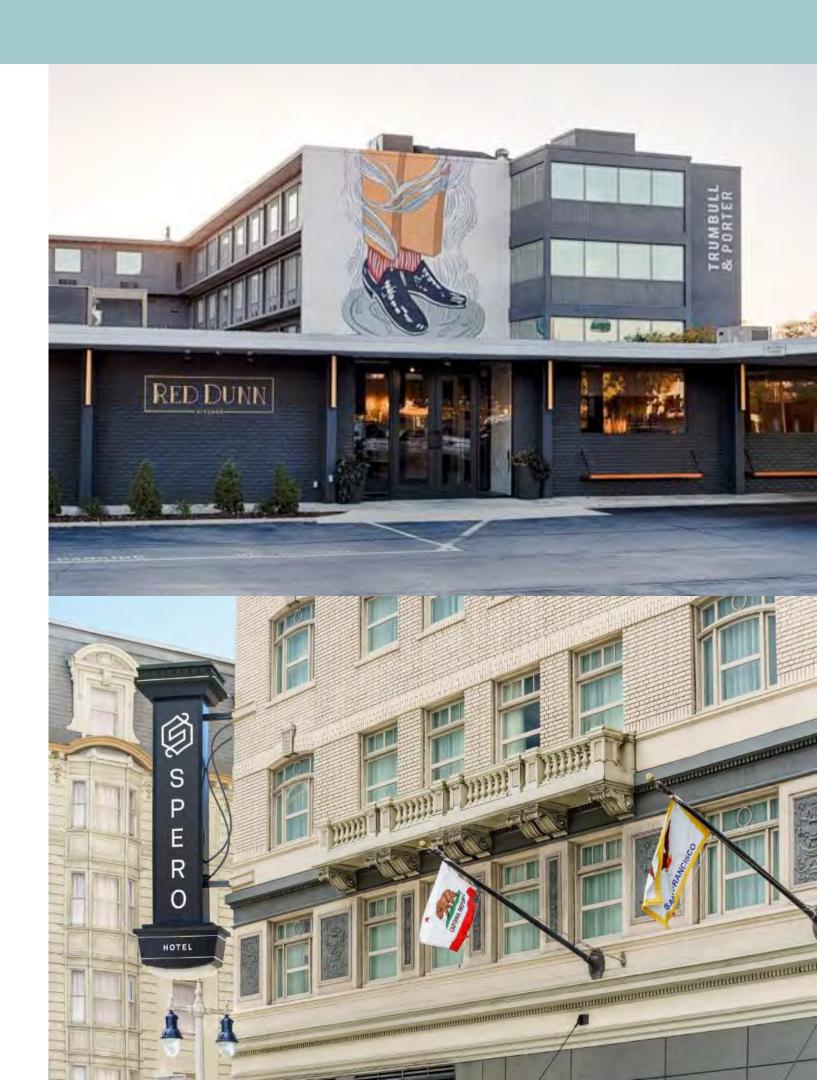
The Inn at 97 Winder - Detroit, Michigan

Riverside Hotel, an Ascend Hotel - West Chesterfield, New Hampshire

The Inn at Thorn Hill & Spa - Jackson, New Hampshire

Palace at Playa Grande - Rio San Juan, Dominican Republic

Holiday Inn Express & Suites - Laurel Maryland







Mindfulness/ Wellness

Guest will receive these as our welcoming amenities.

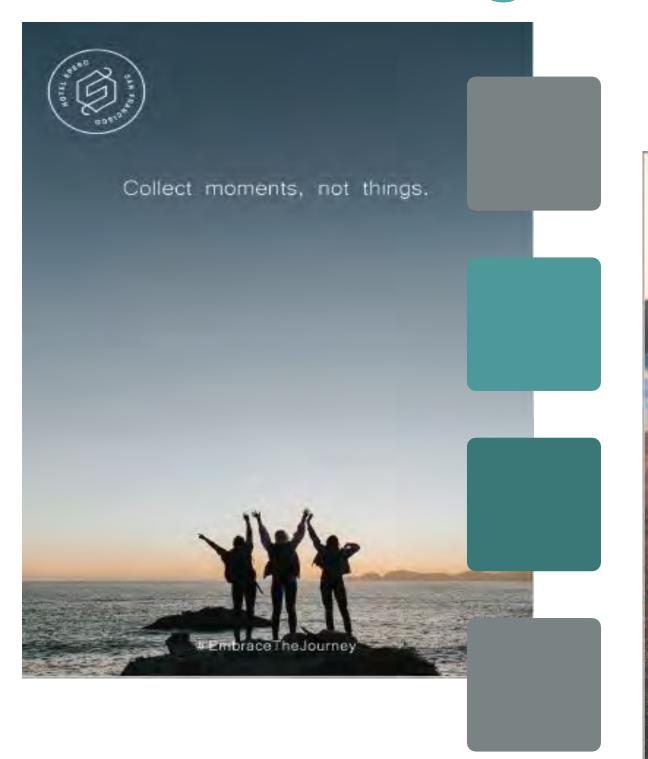
- 1 Water Bottle
- 1 Postcard
- 2 set of Branded Ear Plugs to provide silence
- Aroma concierge Select one of 5 scents for your room







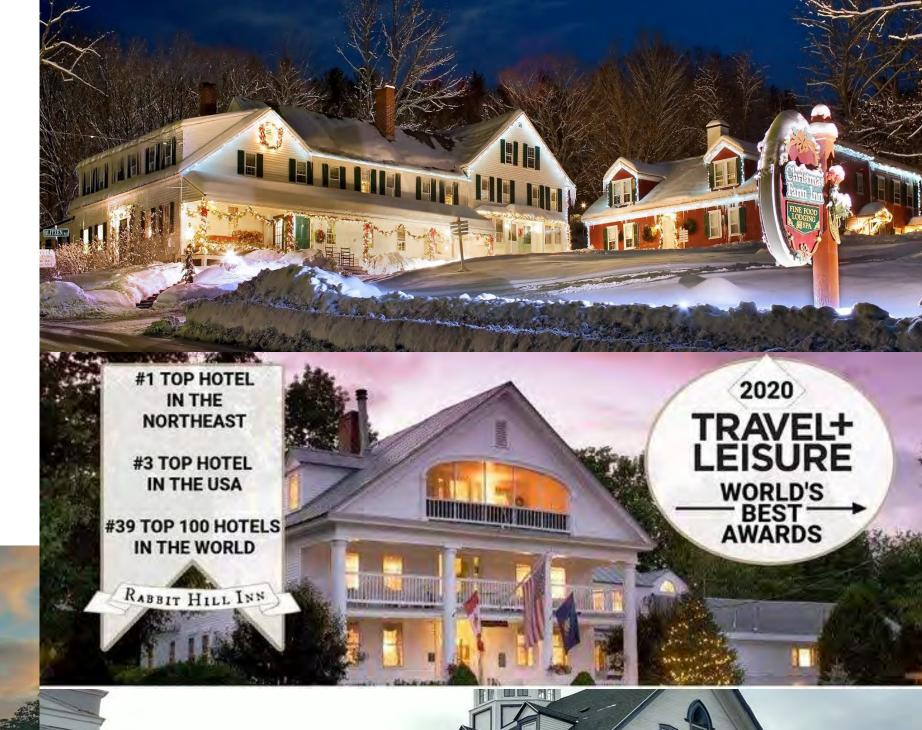
Branding Our Hotels





Owned Hotels

The Inn at Thorn Hill & Spa – Jackson, New Hampshire Christmas Farm Inn and Spa – Jackson, New Hampshire Rabbit Hill - Lower Waterford, Vermont Thayers Inn Hotel – Littleton, New Hampshire





STR

Tab 2 - Monthly Performance at a Glance - My Property vs. Competitive Set

Holiday Inn Express & Suites Laurel 14402 Laurel Pl Laurel, MD 20707 Phone: (301) 206-2600

STR # 27225 ChainID: 15708 MgtCo: Access Hotels & Resorts Owner: None

For the Month of: June 2023 Date Created: July 17, 2023 Monthly Competitive Set Data Excludes Subject Property

				June 2023						
	Occupancy (%)				ADR			RevPAR		
	My Prop	Comp Set	Index (MPI)	My Prop	Comp Set	Index (ARI)	My Prop	Comp Set	Index (RGI)	
Current Month	86.8	64.8	134.0	148.80	115.78	128.5	129.21	75.01	172.3	
Year To Date	76.5	55.0	139.1	132.14	102.19	129.3	101.09	56.22	179.8	
Running 3 Month	86.7	61.5	140.9	141.19	109.59	128.8	122.39	67.43	181.5	
Running 12 Month	74.6	54.8	136.3	127.09	100.89	126.0	94.81	55.24	171.6	

June 2023 vs. 2022 Percent Change (%)										
	Occupancy				ADR			RevPAR		
	My Prop	Comp Set	Index (MPI)	My Prop	My Prop Comp Set Index (ARI)			Comp Set	Index (RGI)	
Current Month	7.5	-6.7	15.3	17.3	19.7	-2.0	26.1	11.6	13.0	
Year To Date	12.3	-10.6	25.5	11.2	23.1	-9.7	24.9	10.1	13.4	
Running 3 Month	9.2	-9.1	20.2	14.0	20.0	-5.0	24.5	9.0	14.2	
Running 12 Month	14.8	-9.4	26.8	7.7	25.2	-14.0	23.6	13.4	9.0	

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Asset Management

Melrose NY

Melrose Dallas 4 Diamond







Melrose Dallas 4 Diamond





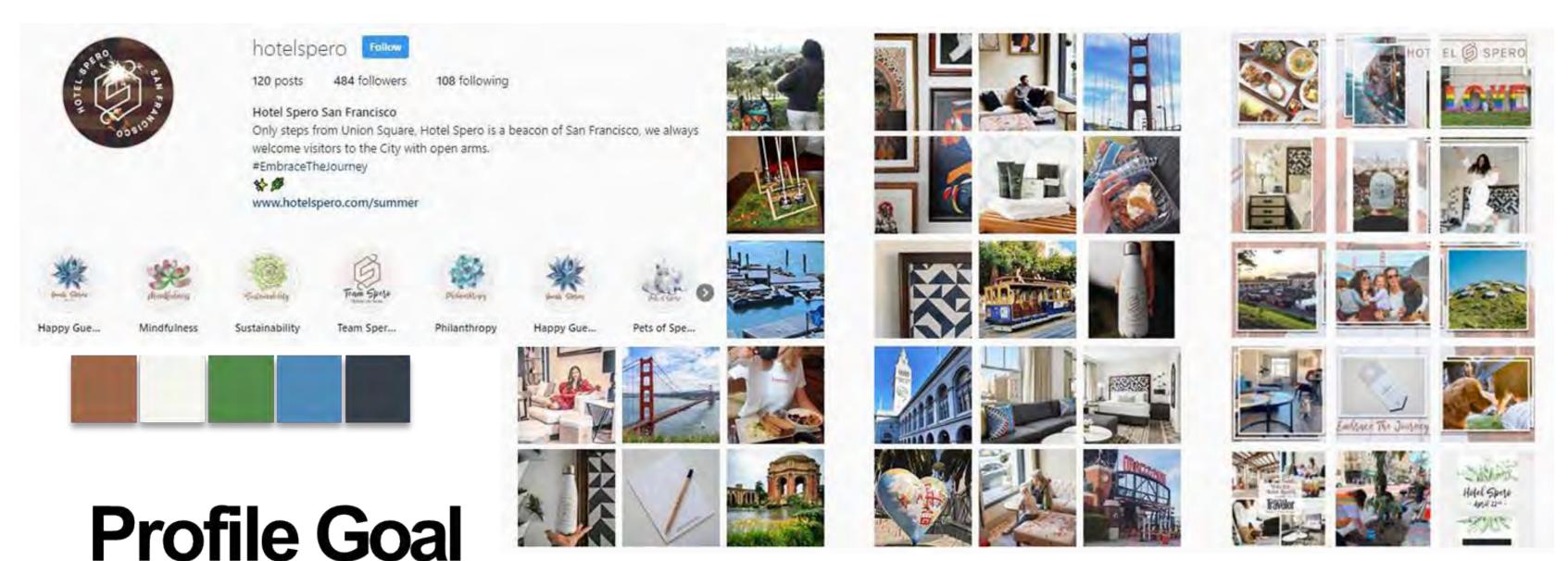
Melrose DC

Westin Columbus 4 Diamond 186 rooms We work to increase the hotel's value by maximizing revenue and minimizing costs.

We accomplish this by collaborating closely with operational departments, like housekeeping, revenue management, front office, F&B, sales, marketing, and finance.



Digital Marketing



- Content choice
 - Stylized images with high exposure and colors that fit within brand color and color palette identified throughout the hotel
 - 30 Day Content Planner for Instagram

Instagram Profile

Followers **Industry**

Lodging & Restaurant Headquarters : @hotelspero | 495

: Hospitality;

: San Francisco

Dedication to Exceptional Customer Service

Drawing from our origins in the hospitality industry, we prioritize delivering exceptional customer service to our clients. We recognize the significance of promptly answering phone calls, addressing homeowner inquiries, and swiftly resolving any concerns they may have.

Our steadfast commitment to customer service has led to consistent recommendations from our clients. With over 50,000 monthly calls handled by our dedicated Customer Care team, we provide comprehensive support to both our accounting and management teams, ensuring a seamless experience for homeowners.

We firmly believe that our focus on customer service contributes to the satisfaction of homeowners, ultimately resulting in happier residents within the communities we manage.



People Services

At Access Management, our employees are our greatest asset. We recognize the value they bring to our organization and the communities we serve. That's why we are committed to investing in their professional development and growth. By providing ongoing training and support we empower our team members to enhance their skills and excel in their roles.

We believe that investing in our employees leads to their personal and professional success, which ultimately translates into exceptional service for our clients.

EXCEPTIONAL EMPLOYEE BENEFITS

- Competitive Pay
- Health & Dental Insurance
- Paid Sick Time
- Paid Vacation Time
- Paid Birthday Floater
- Ongoing Training
- 401k Match
- Parental/Maternity Leave



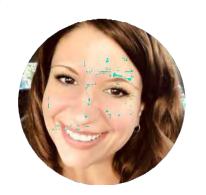
Accolades

We are exceptionally proud and honored to have been recognized with four out of five Top Work Places categories, highlighting our commitment to excellence in leadership, innovation, purpose & values, as well as compensation & benefits. These accolades serve as a testament to our dedication to fostering a positive and supportive work environment for our team members. Our leadership team is driven by a clear vision and inspires innovation at every level, encouraging our employees to contribute their unique ideas and talents. We believe in a strong sense of purpose and values, ensuring that our work is meaningful and aligned with our core principles. Additionally, we prioritize providing competitive compensation and comprehensive benefits packages to attract and retain top talent. These awards affirm our ongoing efforts to create a workplace that not only values and rewards our employees but also enables them to thrive and contribute to the success of our organization.





OF TRAINING



HEIDI MASKELL CORPORATE DIRECTOR

"Training and development are the cornerstones of personal and professional growth, enabling our team members to reach new heights of excellence and deliver unparalleled value to our clients."

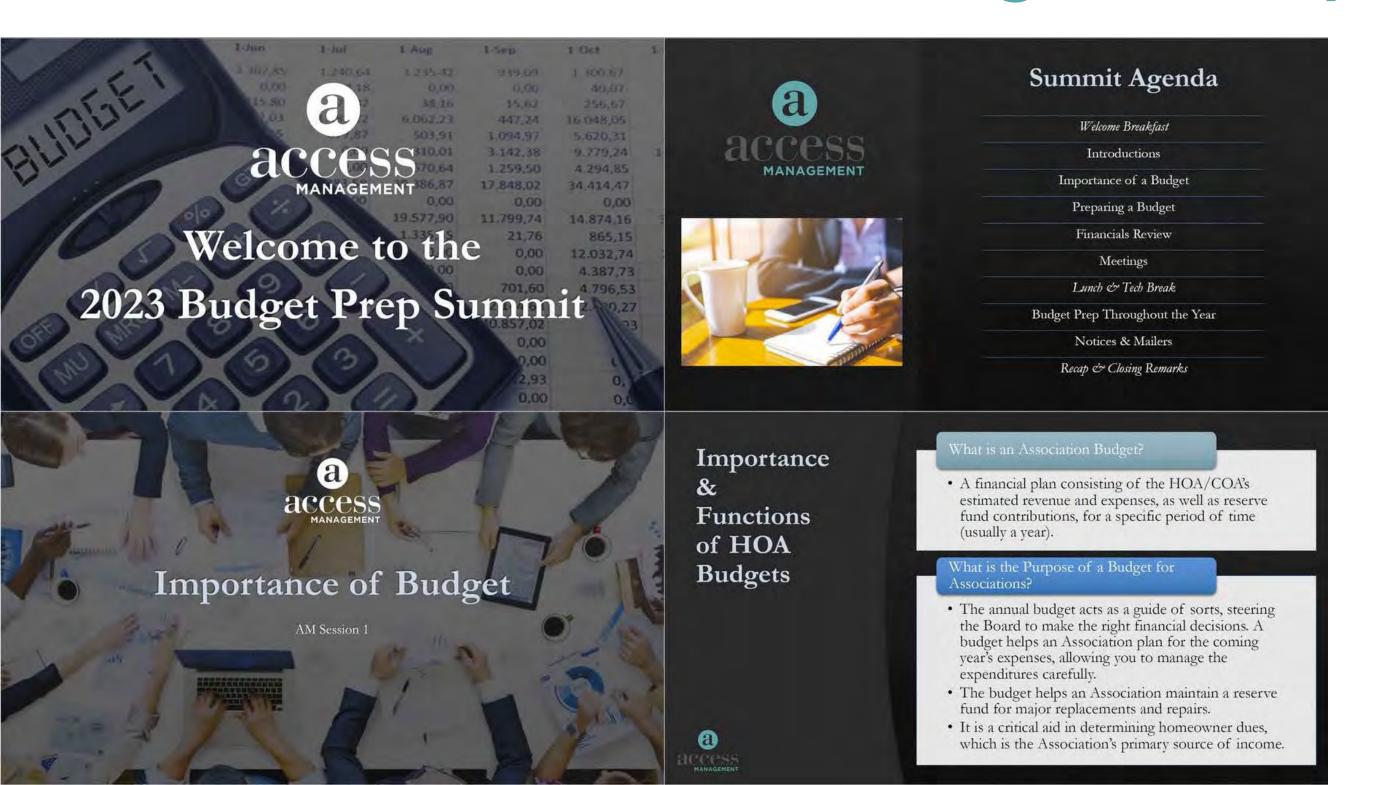
PROFESSIONAL

Training & Development

At Access Management, we are deeply committed to the continuous professional training and development of our team. We recognize that investing in our employees' growth enhances their expertise, fosters personal and professional advancement, and ultimately enables us to deliver exceptional services to our clients. Through ongoing training programs, workshops, industry conferences, and other educational opportunities, we ensure that our team members stay up-to-date with the latest industry trends, best practices, and innovations. By prioritizing professional training and development, we solidify our position as a leader in the field and empower our team to exceed expectations and deliver the highest level of service to our valued clients.

TRAINING & DEVELOPMENT

Annual Budget Prep Summit



In alignment with our dedication to training, development, and achieving excellence in association management, we host an annual Budget Prep Summit for our community managers and controllers. Prior to the summit, multiple training sessions are conducted to ensure our team is well-prepared to deliver an efficient and successful budget season.



Preparing a Budget

HOA budget preparation process provides an opportunity for additional analysis to be made, planning to be done, and a review of the association's goals and priorities. In addition to routine budget prep items, consider the following when drafting your budget:

- ♦ Review Past Year Budgets & Current Year Financials
- * Request Proposals or Estimates for Anticipated Work, Projects, Contracts
- ♦ Evaluate Maintenance and Utility Costs and Services, as applicable
- Evaluate Required Expenses such as Capital Contribution, estimate at the direction of the BOD



Preparing a Budget ... Continued

- ♦ Evaluate Other Expenses such as Lifestyle, Payroll & Staffing, Food & Beverage, Licenses/Permits, etc.
- ♦ Contact Insurance Agent to estimate how much increase to anticipate
- Check the governing documents to find out what, if any, rules apply to increases in dues for your Association. It is fiscally responsible to increase the dues annually to keep pace with inflation.
- Review Reserve Study and Update Expected Reserve Expenditures, as appropriate.
 - ♦ Reserve Studies are recommended to be updated every 3 years.



Budget Assumptions



	2021 APPROVED BUDGET	BUDGET ASSUMPTIONS
50005 - Resident Services	\$394,917.50	Payroll detail reviewed and approved by BOD
1005 - Accounting Fees	\$5,125.00	Tony Gregory CPA (Audit/Tax prep)
1025 - Annual Report	\$62.00	Cost to file with the state.
1030 - Bad Debt	\$100.00	Small amount for possible adjustments needed.
1045 - Copies & Printing	\$5,500.00	Annual Mtg/owner notices
1080 - Legal Fees - General	\$3,000.00	General legal advise
1085 - Licenses & Permits	\$1,500.00	Pool permits: Pools \$400/Spa \$275/Splash pad \$275
1100 - Management Fees	\$62,532.00	1737 homes at \$3 per door. Per closed door per contract
1115 - Office Supplies	\$1,500.00	Paper, pens, binders etc
1120 - Postage & Mail	\$2,500.00	Mailings and notices
1140 - Storage	\$300.00	\$25 per month for boxes. Since removed
1150 - Website	\$1,500.00	\$125, per month
1999 - Miscellaneous	\$750.00	Office tech support. Key fobs/Stickers are new line item
5025 - Property & Liability Insuranc	\$33,600.00	Amount normally proposed by agent.

Budget Meetings

0

MANAGEMENT



Town Hall Meeting

- Purpose: To go over the breakdown and education of the proposed budget in its entirety to the membership in advance of the Budget Adoption Meeting.
- This meeting should include the sharing of the Proposed Budget and detailed explanation of any large variations (increase/decrease).
- Provides owners an opportunity to ask specific questions pertaining to the budget.



Budget Meeting

- The goal of this meeting is that the Board can get through the board business, including adoption of budget, as quickly as possible.
- All detailed discussion/education should have been covered at the Town Hall meeting and the Board packet sent for Board review in advance of the actual Budget Meeting so general discussion should be minimal.

Note: Town Hall and Budget Meeting Presentation Templates will be available on Sharepoint starting August 1st.



- ♦ Presentation
- ♦ Board Packets
 - ♦ Copy of Mailer
 - ♦ Previous Meeting Minutes
 - Supporting Documentation for Board Business to be discussed
- ♦ Print Outs & Supplies
 - ♦ Sign in sheet
 - ♦ Agenda & Copy of Budgets for Owners
 - ♦ Copy of budget for BOD to sign
 - ♦ Copy of CPA Engagement for BOD to sign







January-Marc

- * Review General Ledger monthly to ensure there are no coding errors. Coding errors should also be addressed when reviewing/approving variance reports.
- Obtain reserve study proposals and schedule site inspection with reserve study company, if applicable.
- Review/update contract matrix for renewals and increases. Negotiate with vendors, as needed.

Await Lou

- * Assess vendor performance. Do any contracts need to be bid out? Do contracts need to be renegotiated? * Draft Request For Proposals (RFP), as
- needed. Obtain proposals for any upcoming or anticipated special projects
- * Set up Budget Committee, if applicable.
- Review Governing Documents for budget adoption meeting mailing requirements (typically 14 days, may vary). Update Fact Sheet.
- * Reach out to insurance agents for insurance premium forecasts. Ask your agent for a comprehensive forecast each year.
- * Provide Board with community "wish list" for special projects after the quarterly Town Hall.
- * Request engagement letter from CPA
- * Identify assets and preventative maintenance items. This should cover maintenance items not included in a reserve study or if a community does not have a reserve study. For example, pool grates being replaced every three years. This is an operating cost that is not annual.
- * Review and update contract matrix.

July Santomb

- * Early-August: Budget templates with January – June actuals due to managers from controllers. Dates to be announced annually.
- * Late-August: Manager's preliminary budget due to controllers for review, Dates to be announced annually.
- * Late-August/early-September: Managers and controllers to meet to review budgets (virtual or in person).
- * Early-September: Drafts due to Boards.
 Dates to be announced annually.
- * In depth review of how to analyze a budget and work through each section.
- * Schedule all budget workshops and budget adoption meetings. All budget adoption meetings are to be held no later than October 15th, unless otherwise directed by BOD.
- * Add meeting dates to Outlook calendar (include budget meeting notice due date)
- * Draft meeting notice, attach final draft of budget, and send to RDO for approval.
- * Schedule Town Hall for budget review after the mailing is sent out but before the budget meeting is held. Typically, 3-5 business days before the budget meeting.
- Update Budget Tracker spreadsheet on the server as updates occur.

October December

- * Hold budget adoption meeting.
 * Obtain Board signature on the adopted version of budget.
- Obtain Board signature on CPA engagement letter
- * Save on server in 'Budget Folder' and in the Association's budget folder.
- Complete Coupon Order form and submit to accounting with the signed budget.
 Approve coupon book proofs promptly.
- * After coupons have been ordered, send email blast to the community with the 2023 assessment information and payment instructions and reminders.
- * Websites Dept will upload adopted budget to community websites, as long as they are saved in the 'Budget Folder' on the server.
- * Request approval from Board to waive interest/late fees in January when there is an assessment increase, at manager's discretion.





Lifestyle

At Access Management, we take pride in offering a diverse range of events and activities tailored to the unique preferences of our residents. We are dedicated to curating a lifestyle that enhances their overall well-being and creates unforgettable moments. Whether it's community gatherings, social events, or engaging activities, our goal is to foster a vibrant and fulfilling way of living that reflects the interests and behaviors of our residents. We believe that lifestyle is not just a concept, but a personalized experience that shapes the way our residents live and thrive within our communities.

















Health & Wellness

At Access Management, we prioritize the health and well-being of our community residents. Through our comprehensive health and wellness programming, we offer a variety of activities, classes, and resources designed to promote physical fitness, mental well-being, and a balanced lifestyle, fostering a vibrant and thriving community environment.

FITNESS

- Hybrid fitness classes
- Yogalates (Yoga and Pilates)
- Aqua Zumba
- High-intensity interval training (HIIT)
- Yoqa
- Cross Fit
- Spin
- TR Full Throttle
- Kickboxing
- Melt Method
- Tai Chi
- Strength Training
- Stretching & Flexibiltiy

MOBILE SERVICES

- Blood donation
- Blood pressure testing
- Body mass index (BMI)
- Bone density testing
- Dermatology
- Flexibility testing
- Glucose testing
- Mammography
- Nutritional analysis
- Cholesterol testing
- Hearing
- Vision

NUTRITION

- Cooking classes
- Workshops & seminars
- Farmer's markets
- Community gardens
- Nutritional consultations
- Meal planning
- Weight loss





























Food & Beverage

With extensive experience in food and beverage operations, Access Management excels in various areas, including menu refreshers, market analysis, cost and inventory controls, and maximizing profitability. Our proven track record demonstrates our ability to enhance dining experiences, analyze market trends, implement effective cost management strategies, and optimize profitability for our clients. We are committed to delivering exceptional food and beverage services that exceed expectations and drive success in the industry.



COMMUNICATIONS

Response Times

Frequent Homeowner Requests & Average Response Times

30 MIN

MAINTENANCE EMERGENCY

We guarantee a prompt response to all maintenance emergencies within 30 minutes through our dedicated after-hours emergency hotline.

4 HRS PHONE CALLS & TEXT MESSAGES

We strive to respond to phone calls and text messages by the end of the business day as a standard practice.



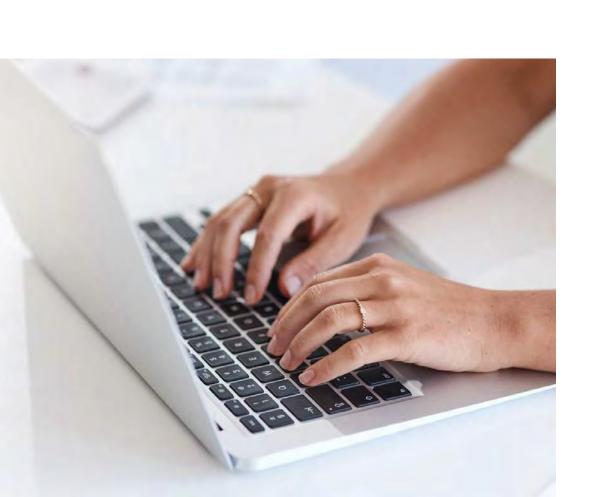
WORK ORDERS & LANDSCAPING

Upon submission through the community website, all work orders and landscaping requests will receive a response within 24 business hours.

24 HRS

EMAILS & GENERAL REQUESTS

We aim to provide a response to emails and general non-emergency requests within 24 business hours.



Board Meeting Management

Effective communication is key to the success of any association, and at Access Management, we prioritize keeping those critical lines of communication open. Our dedicated managers go the extra mile to ensure ongoing town hall meetings, fostering resident engagement and keeping them well-informed. By creating a transparent and informed community, meetings run smoother and decision-making becomes more effective.

Additionally, we provide essential technological solutions that enable associations to successfully prepare for, manage, and execute their meeting goals and objectives. From advanced communication tools to streamlined meeting management systems, we equip our clients with the necessary resources to facilitate efficient and productive meetings.

- Electronic communications& e-blasts
- Digital survey tools
- Virtual meeting platform
- Electronic voting system
- Dedicated video and telephony conference lines
- Streamlined preparation processes & checklists
- Monthly manager's reports

Statutare House	t min true Presidential
Determine the date and time of the meeting	At the prior meeting
Secure a venue	Four weeks prior to the meeting
Solicit Agenda items from the members of the Board	Four weeks prior to the meeting
Obtain proposals and other information needed for the Board	Over the four weeks leading up to the menting
Graff the Meeting Notice and Agenda	Three weeks prior to the meeting
Compile Documents for the Board's Meeting Packet	One week prior to the meeting
Prepare copies of the Agenda	One week prior to the meeting:
Sent Meeting Packet to Board	At least three business days before the meeting
Post Meeting Notice	At least 48 hours before the meeting
Hold Meeting	Day of the meeting
Draft Meeting Minutes	Within three business days

Determine the date and time of the meeting:	Two months prior to the meeting
Distribute the date and time of the meeting	11. 11.01.11.11.11
Secure à venue	Two munths prior to the meeting
Draft the meeting notice packet	Four weeks prior to the meeting
Mail the meeting notice packet	At least 14 days prior to the meeting
Create ballots and a tally sheet	One week pilor to the meeting
Prepare copies of the Agenda and other handouts	One week prior to the meeting
Generate a homeowner router for sign-in purposes	Day of the meeting
Review any project submitted; note on sign-in sheet	Day of the reseting
Set up the venue hables, chairs, etc.)	Day of the meeting
Hold the meeting	Day of the meeting
Hold a Board of Directors Organizational Meeting	No later than 10 days; usually immediately following the election
Draft meeting minutes	Within three business days
Update Annual Report on Sunbiz	Within one week
Board members complete their Board Certification	Within 90 days
Schedule first Board Meeting	Af the Board's discretion

Standard HDA fantair Allporum Morton					
Draft a proposed budget and review with the Board	Three months prior to the meeting				
Determine the date and time of the meeting	Two to three months prior to the meeting.				
Sectire à venue	Two to three months prior to the meeting				
Draft the meeting notice packet	Four weeks prior to the meeting				
Mail the meeting notice packet	All least 14 days prior to the meeting				
Prepare copies of the Agenda and proposed budget.	One week prior to the meeting				
Set up the venue (Lables, chairs, etc.)	Day of the meeting				
Hold the meeting	Day of the meeting				
Draft meeting minutes	Within mree business days				
Notify the community of the new assessment rate; coupons	At least 30 days prior to the entitle fiscal year				

(IOAnimite destained (Auto) Circles				
Copies at the Agenda	0-			
Copies of the minutes of the previous membership meeting				
Blank provies				
Sign & Sireel				
Sign in Directional/Section Signs, If needed (i.e., A-H, IL, M-Z)				
Blank ballot with write in spaces				
Tally Sneets				
Pens	0	_		
Business Cards/Community Contact Sheets				
BallotBox				
Prox/es.submitted in advance of the meeting				

ARTIFICIAL INTELLIGENCE

Access A.I.

Hi! I'm Access Management's digital textmessaging assistant, here and ready for
testing. Feel free to text me with any
questions you have about your Association,
and I'll be delighted to assist you. Go ahead
and give it a try by texting me back! If you
ever wish to stop receiving important
community updates from me, simply type
"STOP." To ensure you have my contact
information, here is my contact card for you to
save:



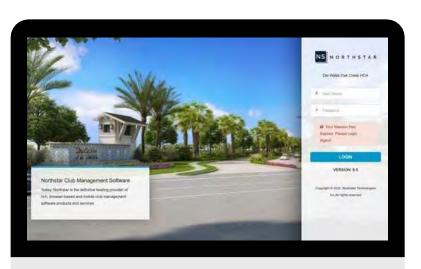
Text Access A.I.: 855-540-2224



Management Software

At Access Management, we leverage the latest and most advanced technology and software solutions to enhance the residents' experience and streamline processes for our team. By embracing cutting-edge tools, we are able to deliver efficient and seamless services, ensuring that residents have a smooth and convenient experience with us. Our technology-driven approach enables us to optimize operations, automate tasks, and provide residents with convenient digital platforms for communication, service requests, and accessing important information. We are committed to staying at the forefront of technological advancements to continuously improve our services and exceed the expectations of both our clients and residents.











ARC Request #74988897

Details

Set Title & Status

Advanced Settings

Under ARC Review

ARC Request

Erik and Kelly Bua (erikbua@hotmail.com)

10399 Atwater Bay Drive Winter Garden, FL 34787 United States

Community: Waterleigh Phase 2 SFR Community Association

Created: Aug 07, 2022 5:13 pm

Submitted: Aug 07, 2022 5:13 pm

View Submitted Request

Resubmission allowed.

Voting is open

Approve: 0 votes

Conditionally Approve: 0 votes

Deny: 0 votes

Pass/Abstained: 0 votes

Not voted: 3 - Stephen Vanarsdall, Frank Ricci, Andi Balas

Print Formatted

ADD NOTE / IMAGE / DOCUMENT

CLOSE VOTING

Squire's Grove ARC Application #74896884

Completed on Jul 27, 2022 12:09 pm

Natashaly and Brian Perez-Mercado

tasharivera07@gmail.com

m: 860 786-8762

180 Grove Branch Road Winter Haven, FL 33880

Any and all modifications to the exterior of the home must be approved prior to work commencing.

For any questions regarding the Architectural Guidelines, please refer to your community guidelines and rules.

Please note that your submission is not considered complete unless or until it has all the required information.

PLEASE BE SURE THAT YOUR CHECK FOR THE APPLICATION FEE INCLUDES:

- YOUR NAME
- COMMUNITY NAME
- PROPERTY ADDRESS
- . AND THAT IT IS FOR \$50 ARC FEE.

Homeowner Information:

Natashaly Perez Name: *

Brian Perez

Property Address

where work will be

180 Grove Branch Rd, Winter Haven FL 33880

done: *

Lot Number if known:

Mailing Address if

different:

Phone: * 8607868762

Email: * tasharivera07@gmail.com PLEASE INCLUDE THE FOLLOWING WITH THIS APPLICATION:

1. UPLOAD A COPY OF THE PROPERTY SURVEY THAT SHOWS THE LOCATION(S) OF THE PROPOSED CHANGE, ALTERATION, RENOVATION OR ADDITION.

This is required for ALL

application types -

FenceMall HOA Request Documents .pdf except painting and

roofing.

2. UPLOAD DRAWINGS OF YOUR PLAN(S) AND ANY CONTRACTOR'S PROPOSAL(S).

This is required for ALL

application types. * *

FenceMall HOA Request Documents (1),pdf

3. UPLOAD COLOR PHOTOS OF PROJECT AND ALL COLOR SAMPLES AND DESCRIPTIONS.

This is required for ALL

application types. * *

813F199F-B3FE-4DEE-9AB6-C6C20BA455C6.jpeg 6680F0D6-1D1A-419D-A3DB-F4ED0E107AF4.jpeg



TECHNOLOGY

New Homeowner Registration



Our electronic new homeowner registration process is designed to streamline the onboarding experience, reducing wait times and ensuring the accuracy of information. By offering an online platform for registration, new homeowners can conveniently submit their details and necessary documentation, eliminating the need for manual paperwork. Upon registration, new owners receive an information packet via email, containing essential community details, guidelines, and important contacts. This digital packet provides instant access to pertinent information, empowering new homeowners to quickly acclimate to their community and address any queries or concerns they may have. With our electronic registration process, we prioritize efficiency, accuracy, and delivering a

comprehensive welcome package and experience for new residents.







Note that this page is specifically dedicated to the closing process for buyers purchasing a new construction home from Dr Horton. If you are closing on a home with another builder or this is a third-party closing and you reached this page in error, please contact our Closing team at a losing some specific range country.



Deficit Funding

During the annual budget process, a monthly deficit funding forecast will be diligently prepared. Collaborating with the developer representative, we will assess the projected sales for each month to determine the expected revenue collection.

Furthermore, we will estimate the expenses for each month and establish the necessary funding amount.

This comprehensive report will be compared to the funding requests on a monthly basis. If any discrepancies arise, they will be carefully explained in the corresponding funding request, ensuring transparency and accountability throughout the process.

Community Name: Esplanade Naples

2020 Deficit Funding Summary
Submitted By: Access Management
Phone: 407-480-4200 Fax: 407-480-4200

Monthly Income/Expenses

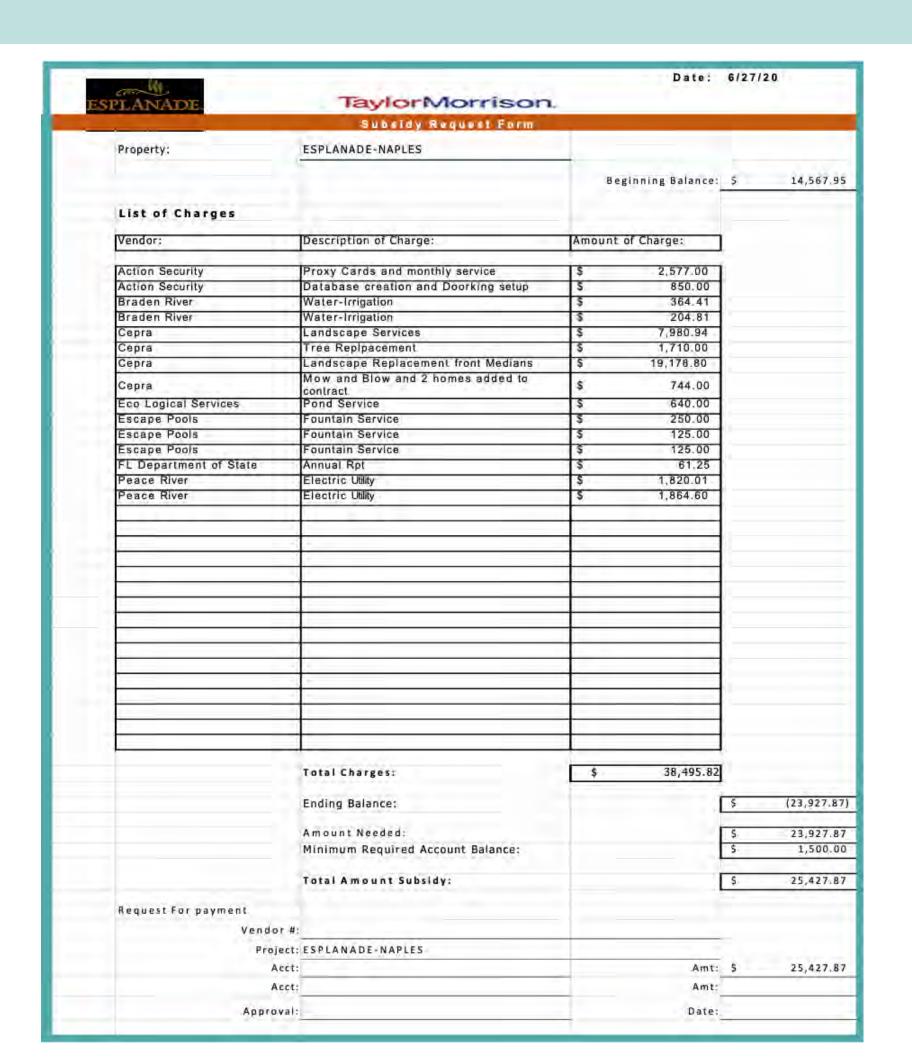
					Jan				Feb				Mar		
Number of Closings								2		0.7.					
Total Closed Homes					()		100	(Y				7	
Monthly Assessment				\$	78.83	4		S	78.83			S	78.83	ł	
Working Capital Contribution				S	- 4			\$	-			S		ŀ	
Actual Assessment Income				S	N.			\$	100	1		\$		1	
Monthly Expenses				5	500.00			5	500.00	No.		S	42,275.00		
Shortfall Request (If Negative)				5	(500.00)			3	(500.00)	1		5	(42,275.00)		
Monthly Expenses															
	Annual	1	Budget Monthly	P	rojected		Actual	P	rojected		Actual		Projected	1	Actual
*******	0						400				-				
Expense	Budge		Average		Jan		Jan		Feb	-	Feb	+	Mar		Mar
Administrative						T.									
51010 - Admin Fees	\$ 3,0	00.00	\$ 250.00	S	4	\$		S		\$	+	\$	8	S	-
51045 - Copies & Printing	\$ 3,5	00.00	\$ 291.67	S	*	\$		S	+	\$	15	S		S	-
51080 - Legal Fees - General	\$ 2,0	00.00	\$ 166.67	\$	(4)	\$	-	S	-	\$	-	\$	- 81	S	-
51090 - Audit/Accounting Fees	\$ 4,5	00.00	\$ 375.00	S	(+)	\$	-	S	13	\$	-	\$	1-2	\$	-
51100 - Management Fees	\$ 103,9	68.00	\$ 8,664.00	S	500.00	\$		S	500.00	\$	-	\$	500.00	S	-
51120 - Postage & Mail	\$ 3,0	00.00	\$ 250.00	\$	141	\$		S	-	\$	-	\$		S	-
51150 - Website	\$ 1,5	00.00	\$ 125.00	S	- 2	\$		S	1.2	\$	-	S	2	S	-
Total Administrative / Operating	\$ 121,4	68.00	\$ 10,122.33	5	500.00	\$		\$	500.00	\$	-	5	500.00	S	-
Insurance						-		-		-		-			
55025 - Property & Liability	\$ 27,5	00.00	\$ 2,291.67	S	-	\$		S		\$		S	25,000.00	S	-
Total Administrative / Operating	\$ 27,5	00.00	\$ 2,291.67	S		\$	4-1	S	- 1	S	-	_	25,000.00	S	-
Amenity/Pool				-		-						-1-		-	
52015 - Alarm Monitoring	\$ 2,0	00.00	\$ 166.67	S	+	\$		S	100	S	-	S		S	
52090 - Mailbox Kiosk Maintenance	100		\$ 166.67	S		\$	-	S	192	\$		\$		S	-
52165 - Pool Maintenance Contract			\$ 2,600.00	S	- 2	\$	-	S	-	\$		s		S	- 4
52170 - Light Maintenance		00.00		100	14	S		S		\$		s		S	
52175 - Permits			\$ 66.67		4	\$	- 4	S		\$	-	\$		S	4
52190 - Pool Repairs & Maintenance	\$ 3,0	00.00	\$ 250.00		(2)	\$	-	S	100	\$	-	S		S	2
52195 - Pool Pressure Cleaning			\$ 1,000.00	160	14	S		S	00	\$		\$	y.	S	
53065 - Clubhouse Janitorial	\$ 15,2	00.00	\$ 1,266.67	1	-	\$		s	Ý	\$	100	\$		s	
54000 - Tot Lot Maintenance	\$ 1,5	00.00	S 125.00	S	- 2	\$	-	S		\$	-	S		S	-
54005 - Pavillion Maintenance	\$ 1,5	00.00	\$ 125.00	S	-	\$		S	_ ×	\$		S	-	S	
Total Administrative / Operating	\$ 70,2	00.00	\$ 5,850.00	\$		\$		5		s		5	800.00	S	
Common Area														4	
53005 - Aquatic & Lake Contract	\$ 46,3	32.00	\$ 3,861.00	S	7.9	\$	176	S	+	S		\$	2,500.00	S	-
53060 - General Grounds		200	\$ 1,250.00		4	S	-	5	0	\$	-	S		S	-
53070 - Lake Repair		00.00			(4)	\$		S		S		\$		S	

Deficit Funding

On a predetermined day each month, we send monthly deficit funding requests to our developer representative. We highly encourage wire transfer as the preferred method of delivery, directly to the association's operating account. To facilitate the process, we utilize the form provided on the left to summarize the expenditures incurred since the last funding request.

If required, individual invoices can be provided upon request.

To determine the funding needed, total expenditures are subtracted from the beginning balance. Subsequently, a predetermined minimum balance is added to arrive at the total amount requested. This approach ensures clarity and accuracy in our funding requests, allowing for effective financial management and planning.



Financial Packet

At Access Management, we prioritize transparency and effective communication by preparing comprehensive monthly financial packets for the board's review. These packets include detailed financial statements, budget vs. actual reports, balance sheets, income statements, and other relevant financial documents. We compile and present this information in a clear and organized manner, enabling the board to make informed decisions and monitor the community's financial health.

In addition to the board's review, we understand the importance of keeping homeowners informed about the community's financial status. To facilitate this, we also upload an abridged version of the monthly financial packet on the community website. This allows homeowners to access and review key financial information conveniently, fostering a sense of transparency and involvement in the community's financial matters. By providing accessible and concise financial summaries, we empower homeowners to stay informed and actively participate in the financial management of their community. Our commitment to preparing monthly financial packets and facilitating accessibility underscores our dedication to open communication and financial transparency within the community.



Financial Reporting Package

Isles of Collier Preserve

1/1/2023 - 1/31/2023

Included Reports

Balance Sheet
Income/Expense Statement
Variance Report
General Ledger
Accounts Receivable
Prepaid Assessments
Accounts Payable
Accounts Payable Distribution
Check Register
Bank Statement(s)
Bank Reconciliation(s)
Attorney Collection Status Report (if applicable)

Cost Efficiencies

At Access Management, our robust platform and dedicated Cost Controller play a crucial role in maximizing cost efficiencies and containment initiatives for our clients.

Through our purchasing program and strategic partnerships with Avendra and other companies, we secure significant discounts on operating expenditures, payroll, insurance, healthcare benefits, and banking services.

With our foundation in the hospitality industry, we can seamlessly provide task force personnel for training and management positions as needed.

Continuously analyzing vendor relationships and operational activities allows us to identify additional opportunities for expense reduction through market analyses, ultimately decreasing assessments and deficit funding for our clients.

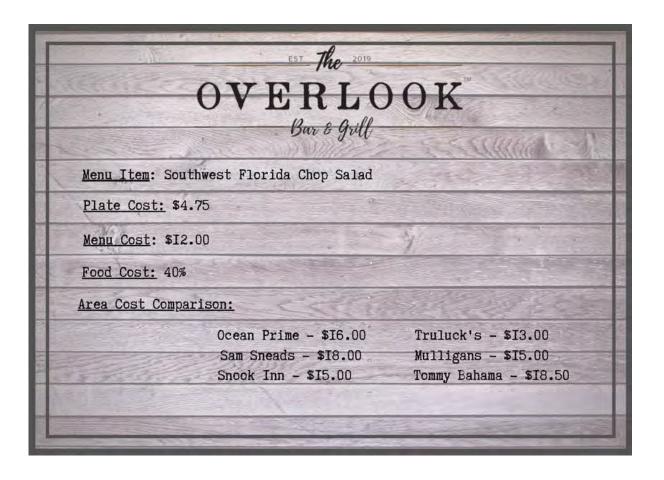


Fall 2021 Menu Refresher

An introduction, and comprehensive review of our proposed menu for the 2021-2022 season.

Presented by







FINANCIALS

Banking Relationships

Access Management has established strong banking relationships with top institutions in the industry. These partnerships enable us to leverage our connections and negotiate favorable terms for our clients. By working closely with trusted banking partners, we can provide efficient financial services, higher yields on CDs, and competitive interest rates, ensuring the financial well-being of the communities we manage.



























Transitions

A smooth and comprehensive new community onboarding process is crucial for successful community management transitions, and at Access Management, we prioritize this aspect. We utilize established transition checklists and processes to ensure that the onboarding experience is effective and efficient.

Data migration plays a vital role in retaining and preserving official records, including essential membership information. To safeguard your data, we follow a meticulous process to ensure its preservation and seamless integration into our management systems.

ACCESS RESIDENTIAL MANAGEMENT

Stoneybrook at Venice Transition Checklilst

Property Name Stoneybrook at Venice Property Code:			Date List Started Estimated Takeover Date				
Manager. Supervisor.	T =		Region Developer:	LWR Homeowner			
			Davaiopei.	Honcowic			
The second second	OVER - 15-30 DAYS PRI						
Status	Person Responsible	Items Needed		Notes			
		Signed Management Agreement Establish a Takeover Team	+				
7 7		Establish Takeover Team Meeting Schepule					
		Request following items via email (see sample)					
-		Member Roster (exce) if possible) Bank Contact Information					
		Assessment Amount and frequency					
7 2		Capital Contribution Amount					
		Late Date & Fee Copy of Proposed on Approved Budget					
		Copy of Vendor List					
- 3		Copy of Utilities List & Account Numbers					
- 4		Capy of Governing Docs	i ki				
		Oblam Tax ID Number TOPS Setup	-	- 1			
		TOPS Setup - New Homeowners in Tops					
PRE-TAKE	EOVER - ACCOUNTING -	15-30 DAYS PRIOR					
Status	Person Responsible	Items Needed		Notes			
		Open Bank Accounts					
- 4		Estimate 90 Deficit Funding Plan Prepare a Preliminary Budget (4 applicable)	1				
		Finalize Budget (if applicable)					
		Request and Review Financial Statements					
	R-ACCOUNTING			1000			
Status	Person Responsible	Items Needed		Notes			
		Reconcile Bank Account (If applicable)					
-		Augit at Files Order Coupons (if applicable)	-				
		PAYABLES					
		Contact Utility Company					
		Establish a List of Vendors Contact Vendors					
- 3		Contractors Liability Insurance	2.0				
	1	Prepare Vendor Leller	+1				
-		RECIEVABLES					
		Copy of the Delinquent Report Review Current Billing Procedures					
		Review Current Delinquency Procedures					
		Attorney Contact Information Collection Policy					
DDF-TAKE	OVER- OPERATIONS - 1		_				
Status	Person Responsible	Items Needed	T	Notes			
Stores	Tersonitespondiene	Setup Condocerts (Estoppels)	1	110000			
		Property Insurance & Liability Insurance					
		Prepare & Send Resident Letter	14				
1 7		Setup Community Website Prepare Cosing Packets	-				
		Set Up Files and Forms					
TAKEOVER	R - OPERATIONS						
Status	Person Responsible	Items Needed		Notes			
= 0		Update Tops Fact Sheet					
		Start Community Binde: Clubhouse Rental & Policy Schedule	+				
3	46	Review Contracts	1				
		Change all Security Codes (if applicable)	1				
- 4		Implement a Schedule of Reporting Any Outstanding Legal Issues	-				
2		Establish Meet & Greet					
TAKEOVER	R - MAINTENANCE						
Status	Person Responsible	Items Needed		Notes			
7		Establish a Weekly, Monthly, Yearly PM Calendar					
		Pending Maintenance Requests					
		Perform Property / Clubhouse Inspection Water Shut-Off Locations					
		Imgalian Locations					
		Hydrant Locations					
1		Fire Prevention System Pool /Spa System					
		Lighting System					
4 5		Compactor System (if applicable)					
- C		Lift Station					
DDE TAKE	EOVER - STAFFING NEEL	Potential Liabilities					
	Person Responsible	litems Needed	T	Notes			
Status	retson Responsible	Contact Current Management Regarding Staff	-	Notes			
		Interview Current Staff					
		Establish Statt					
*********	ATAPPAL	Complete New Hire Paper Work					
	R - STAFFING NEEDS (if						
Status	Person Responsible	Items Needed	1	Notes			
		Staff Meeting Engloyee Orientation					
3 7		Schedule Staff For Training					
13		Set Schedule for Staff					

Management Fees





DISTRICT MANAGEMENT

Task	Detail			
		Year 1	Year 2	Year 3
Task 1	Management	\$20,000.00	\$20,600.00	\$21,218.00
Task 2	Administrative	\$12,000.00	\$12,360.00	\$12,731.00
Task 3	Accounting	\$12,000.00	\$12,360.00	\$12,731.00
Task 4	Financial and Revenue Collection	\$6,000.00	\$6,180.00	\$6,366.00
Task 5	Field Management	\$6,000.00	\$6,180.00	\$6,366.00
Task 6	Website Administration	\$1,800.00	\$1,854.00	\$1,910.00
Task 7	Dissemination Agent	\$3,000.00	\$3,090.00	\$3,183.00
	ANNUAL TOTAL	\$60,800.00	\$62,624.00	\$64,505.00



AMENITY MANAGEMENT

Position	Details	Pricing						
OPTION 1		Year 1	Year 2	Year 3				
Amenity / Facility Manager	Full Time/Hourly (40 hrs/week)	\$75,000.00	\$77,250.00	\$79,568.00				
General Maintenance	Part Time/Hourly • (20 hrs/week)	\$18,000.00	\$18,540.00	\$19,097.00				
Facility Attendant	Part Time/Hourly (16 hrs/week, Saturday and Sunday)	\$30,000.00	\$30,900.00	\$31,827.00				
Seasonal Pool Monitor / Facility Attendant	Part Time/Hourly Memorial Day – Labor Day (15 weeks; 28 hrs/week, Sunday-Saturday- 4hrs/day)	\$9,000.00	\$9,270.00	\$9,549.00				
	TOTAL	\$132,000.00	\$135,960.00	\$140,041.00				





Why Access?

There are several compelling reasons why you should select Access as your club management company. Firstly, we are dedicated to constantly enhancing our TECHNOLOGY to create efficiencies that directly benefit our clients. Secondly, we prioritize TRAINING as a vital element for the success of both our team members and the communities we manage. Our PEOPLE are our greatest strength, and they truly "Make the Access Difference" by delivering exceptional service. We are committed to creating VALUE within your community by exceeding the service levels expected by your residents. TRANSPARENCY is at the core of our operations, ensuring that you have clear visibility into everything we do. Our HANDS-ON approach to management, whether it's through on-site visits or remote assistance, sets us apart. We pride ourselves on being ACCESSIBLE to our clients whenever they need us. HOSPITALITY is deeply ingrained in our foundation, as we draw upon our roots in providing personalized community experiences. Ultimately, your HAPPINESS is our primary focus because our philosophy and culture produce meaningful experiences.



LET US KEEP IN TOUCH

Contact Info

Thank you for considering Access Management for your community management needs. We appreciate the opportunity to submit a proposal in response to your RFP. Should you have any further questions or require additional information, please do not hesitate to contact us. Our team is readily available to address any inquiries and provide the necessary support throughout the RFP evaluation process. We look forward to the opportunity to demonstrate how Access Management can deliver exceptional service and value to your community.



Social Media







Michael Laster, PCAM, Realtor Senior Vice President of Operations

mlaster@accessdifference.com

407-480-4200

<u>accessdifference.com</u>



EXHIBIT 8

Hello!

Allow us to introduce
Long Lake Ranch CDD
to a new
reinvented,
reimagined,
refreshing
approach to
amenity management.

BreezeHome

always home for you.

Company Information

Breeze Connected, LLC d.b.a Breeze

At Breeze, we are dedicated to transforming community management through our unwavering commitment to exceptional service, financial transparency, and community engagement. Founded with a passion for simplifying complex processes and alleviating the burdens faced by board members and residents alike, Breeze is redefining the standards of excellence in the industry. Our team at Breeze consists of passionate individuals with diverse backgrounds and extensive industry experience. From seasoned professionals with years of community management expertise to innovative thinkers with fresh perspectives, each member of our team is committed to delivering outstanding results and exceeding expectations.

At Breeze, we specialize in providing comprehensive community management solutions tailored to meet the unique needs of each client. From overseeing budgets and financials to enhancing community engagement and providing top-notch customer service, we handle every aspect of community management so our residents can focus on what matters most to them. When you choose Breeze, you're choosing a partner who is committed to your community's success. We go above and beyond to ensure that our residents receive the highest level of service and support at every step of the way. With Breeze, you can rest assured that your community is in capable hands, allowing you to enjoy peace of mind and focus on what truly matters to you.



Contact Us

Phone: 813-565-4663

Email: Hello@BreezeHome.com

Website: www.breezehome.com

Monday-Friday: 7:00 a.m. – 7:00 p.m.

Saturday: 9:00 a.m. – 2:00 p.m.

Emergency After Hours: 24/7

Locations

Orlando

1540 International Pkwy, Lake Mary, FL 32746

Office size: 12 associates

<u>Tampa</u>

2502 N Rocky Point Drive, Tampa, FL 33607

Office size: 38 associates



BreezeHome

No two communities are the same. We focus on your specific community's needs and priorities, so you can be confident that your investment in Breeze will provide the best possible outcomes for you and your members.

mission
maximize happiness
for residents.

visionbe the most residentcentric company.

Our Response Guarantee(d)

Our response guarantee is simple. We respond to all inquiries within 24 hours. If we miss our response guarantee, you get a \$5.00 gift card, no questions asked.

Our Happiness Guarantee(d)

After every interaction with Breeze, we follow up with a satisfaction survey. If you're not happy with Breeze, we will do what it takes to make it right.

Our Guiding Principles







take the high road, always



breakthrough service





Staffing & Qualifications

Patricia Thibault, Director, District Management

Patricia proudly services as the Director of District Management Services for breeze. She has over 20 years dedicated to governmental accounting, finance, and budgeting; with almost 12 years solely in Community Development District Management as a General Manager and Comptroller. She has earned her CPA license from the State of California and a master's degree in accounting from Stetson University. She has served as an external auditor for governmental entities as well as the budget director for Seminole County Government — a billion-dollar budget entity. She was awarded the GFOA award for distinguished budget presentations as well as the GFOA award for Popular Annual Financial Reporting — the highest awards a governmental finance officer can receive. In combination, Patricia boasts 30 years experience in governmental accounting.



Current CDD Portfolio 9 Districts, top 3:

- 1. Tampa Palms
- 2. Ballantrae
- 3. Lakeshore Ranch

Larry Krause District Manager

Larry brings nearly 30 years of managerial and budget oversight experience to his current role as District Manager. He understands the importance of responsible budget management and striking a balance between getting the most out of every dollar and providing the best quality service. Larry combines hands-on management, rapid response, and personal attention with in-depth community and area research. He enjoys visiting the beautiful communities he manages and meeting their residents. He has managed nearly 30 community development districts with budgets ranging from hundreds of thousands to over \$2 million.

Current CDD Portfolio 6 Districts, top 3:

- 1. Cory Lakes
- 2. Highland Meadows II
- 3. Concord Station



Staffing & Qualifications

Dan Graham, Operations Director

Dan proudly serves the Breeze Team as the Director of Operations. He has over 25 years of experience in real estate and operations. After graduating with a degree in Business Law, Dan went into mortgage finance and shortly thereafter oversaw an office producing over \$200 million worth of loans a month managing a team of 30+ loan officers and 10 support staff members. After his time in finance, he worked in the construction industry as a project manager, and over the past 15 years, he's been involved in every aspect of community association management. He has managed on-site luxury high-rise condos, large-scale mixed-use communities of condos, townhomes, and single-family homes. He has overseen multiple departments including transitions, operations, customer service, client retention, and sales & marketing. He understands and promotes with his team that communication is the key to success with our Boards and residents.



Michael Sakellarides, Field Service Director

Michael oversees field services for the maintenance of property and infrastructure at CDDs and community associations. He has led teams of over 25 employees and excels in training and implementing new processes. He is known to build strong Board and vendor relationships. His attention to detail and commitment to providing excellent service is unmatched. Michael is the definition of a problem solver. Michael holds a master's degree in business management from the University of Alabama. Michael's quickness to adapt to new environments makes him a valuable director to the field service team. He is known for his excellent communication skills, quick responses and always being available to Board Members and residents.



Staffing & Qualifications

Lauren Parsons, Director, Community Experience

With a remarkable career spanning over 10 years in the property management industry, Lauren is a seasoned professional who adds a wealth of experience to our team. Her journey began in the field of short-term vacation rentals, where she started part-time and quickly rose through the ranks. Lauren holds a bachelor's degree in hospitality management from Johnson and Wales University, underscoring her commitment to excellence in service. What sets Lauren apart is her extensive experience in the community management industry. This includes a comprehensive understanding of daily operations, ensuring that proper systems are in place for full transparency and efficient reporting of data. Lauren's expertise guarantees that our clients benefit not only from her seasoned industry knowledge but also from her keen insights into the intricacies of community management.



Maria Elia, Communications Director

Maria is a talented Communications professional who is well-known for her engaging personality. She has a bachelor's degree in communication from The University of Tampa. She has more than five years of experience in the communications and marketing industry. Her professional background has gained her valuable experience in public relations, internal and external communication, and copywriting. Maria has a strong background in customer service, having spent over a decade in the industry. Her knowledge of the field makes her the ideal team member to lead the Resident Experience team, ensuring that every resident receives the highest level of service and attention. She has formed a team of talented individuals and has fostered a positive, collaborative working environment that encourages creativity, innovation, and excellence. Her commitment to excellence and her dedication to the success of the team makes her an asset to breeze.



District Management

Our District management team believes that ethics, integrity in operations, accountability, and efficiency are essential to earning both resident and Supervisor trust. Our District Managers are well versed in Florida Statute Chapter 190- governing community development districts, Chapter 119— governing public records and Chapter 286- which provides the public a right of access to government proceedings and recordkeeping.

The District Manager will help the Board of Supervisors develop a balanced operating budget that is feasible and boosts resident confidence in the operations of the District. Budget development efforts will not only focus on current need but also future growth. Breeze District Managers deliver excellence in service - a District can advance with a sure-footed stability into the future.

Budgeting & Long-Term Growth Planning

We help Community Development Districts meet the unique budgetary challenges presented by aging infrastructure and resident demands. With Districts under increased pressure to deliver sustainable, accessible solutions, the need for new thinking is more critical than ever as it pertains to budgeting. It takes real-world experience to advance growth strategies.

The Breeze team will partner with the Board of Supervisors to secure the economic future of the District through the budgetary process. We will provide the District with an innovative combination of people, technology and connected perspectives for a tailored and transparent path to sustainability. We create value and enhance resident trust by addressing, managing, and communicating the overall process.

Assessments & Roll Certifications

Breeze has a strong comprehension, as well as over a decade in direct experience, in assessment administration services. We will provide overall District assessment management services which will include the certifying of the annual assessment roll to the County Property Appraiser and the Tax Collector, collection of prepaid assessments and true-up payments, and the preparation of estoppel letters as well as provide correspondence with investment bankers, bank trustee, title companies as needed.

We pride ourselves in our team that has exact professional knowledge gained from working with the Trustee governing the oversight of the District's bond. The assessments team coordinates with the accounting and budgeting teams to integrate the impact of assessments on the budget and to forward financial tables that are transparent to the resident.

Records Custodian & Administration

The office of the records clerk performs a wide range of record-keeping and information management for the District. Our team will produce, index, and distribute the official minutes of Board meetings, maintain custody of all District resolutions and contracts, and update the ADA-compliant website for meeting and activities information. The records department fosters integrity, efficiency, and accountability through its responsibility to the residents and the Board.

The records clerk ensures full compliance with all applicable Florida Statutes affecting the District. Other duties include the publishing of meeting agendas, maintaining the record of proceedings, responding to public record inquiries, and developing all necessary legal advertisements for District meetings.

The Breeze records clerk is not purely ministerial in duty – but serves the District as an integral part of the entire District governmental process.

Accounting

We understand the needs of District accounting from every angle. We have a deep level of experience and education in governmental accounting as well as the skills required to bring strategic planning solutions to the District. Our mission is to provide a truly supportive experience — our goal is to be a resource in order to advance sound decision-making by the Board to navigate the most significant challenges.

On a monthly basis, we provide financial and accounting data that is expertly analyzed, compiled, and delivered with speed and accuracy that is easy to understand not only at the Board level but at the resident experience level as well. We track revenues and expenditures at the individual budgetary line item to measure the differences between the actuals and the adopted budget. Variance analysis sheds light on the effectiveness and accuracy of the planning process while also providing the Board with insight into transactions that may impact the District on a government-wide basis.

We focus on strengthening the synergy relationship between all stakeholders the residents, the Board of Supervisors, vendors, and the management team. We customize our accounting — financial dashboards, budgeting, and capital project reporting — to meet the specific needs of a District. Our unique integrated and balanced approach to accounting advances evolution at the Board level.

Finance and Accounting





Breeze continues to be at the forefront of utilizing technology and data to supply our Districts with the most efficient, cost saving efforts. Avidxchange is a full-service bill payment software and simplifies paying and organizing invoices. We process payments in just a few clicks, saving paper, stamps, and time as you pay vendors promptly, servicing their preferred method of payment. Avidxchange, provides vendors flexibility on payment options like Mastercard, AvidPay direct deposit and checks. This cutting-edge software program allows the Board to view invoice status in real time.

Long Lake Ranch CDD Proposed Fee for District Management Services

Service Description	Current District Management Fee	Proposed Breeze Management Fee (Annual)
District Management	\$20,000	\$20,000
Administrative	\$11,000	\$10,000
Accounting	\$11,000	\$10,000
Assessment Roll Prep	\$5,000	\$5,000
Field Service	\$5,051	\$5,000
Dissemination	\$3,000	\$3,000
Clubhouse Management	\$129,856	\$136,808
Total	\$184,907	189,808

The District Manager will attend 12 monthly, 3-hour CDD meetings per year. Extended meetings, beyond the 3 hours in length; continued meetings, special and additional meetings will be a fee of \$225 per hour. For any offsite storage, the district will be billed directly for storage.

Any concerns about the District Manager should be directed to the Director of District Management, Patricia Thibault.

Long Lake Ranch CDD Proposed Salaries for Facility Management

Service Description	Details	Year I	Year 2	Year 3
Amenity / Facility	Full Time/Hourly	Base Salary: \$60,000	Base Salary: \$61,800	Base Salary: \$63,654
Manager	(40 hrs/week)	Fully Loaded: \$82,079	Fully Loaded: \$84,328	Fully Loaded: \$86,685
General	Part Time/Hourly	Base Salary: \$20 p/hour	Base Salary: \$20.60 p/hour	Base Salary: \$21.22 p/hour
Maintenance	(20 hrs/week)	Fully Loaded: \$26,756	Fully Loaded: \$27,522	Fully Loaded: \$28,341
Facilian Assaudans	Part Time/Hourly	Base Salary: \$17 p/hour	Base Salary: \$17.51 p/hour	Base Salary: \$18.04 p/hour
Facility Attendant	(16 hrs/week, Saturday & Sunday)	Fully Loaded: \$18,262	Fully Loaded: \$18,783	Fully Loaded: \$19,327
Seasonal Pool Monitor/Facility	Part Time/Hourly Memorial Day – Labor Day (15 weeks; 28	Base Salary: \$17 p/hour	Base Salary: \$17.51 p/hour	Base Salary: \$18.04 p/hour
Attendant	hrs/week, Sunday- Saturday- 4hrs/day)	Fully Loaded: \$9,711	Fully Loaded: \$9,978	Fully Loaded: \$10,252
Fully L	oaded Total:	\$136,808	\$140,611	\$144,605

Contract considers salary plus costs related to salary burden including (if applicable to individual staff member), FICA, FUTA, SUTA, Cell Phone, Workers Comp, Paid Leave, Health Insurance, General Management & Oversight. Contract considers a 3% salary increase per year per position.

Transition Plan

To ensure a smooth transition for Long Lake Ranch CDD we developed a comprehensive training plan for each member of the Breeze team. Our training program includes both classroom and on-site training to ensure that our team is knowledgeable about every aspect of the community. Meetings will be coordinated with contracted vendors to continue all inprogress and upcoming projects as planned. The Resident Experience Team has been specifically trained on the unique details of Long Lake Ranch CDD so that they are fully equipped to answer any resident questions or concerns. They will also be trained on non-CDD-related items to better serve the residents.

Our team undergoes regular training sessions to stay up-to-date on the latest industry trends and community management customer service. We ensure that each team member visits your community multiple times to learn the ins and outs. We believe that investing in our team's development is key to providing our clients with the best possible service. We achieve this by having our team attend regular continuing education classes and maintaining frequent communication.

Contingency Plan

In case of an issue or emergency outside business hours, our Breeze phone system will forward emergency calls to the Breeze on-call team member when the emergency option is selected. The designated team member on-call will assess the situation and take appropriate action, by calling emergency services, vendors, or required personnel.

Our on-call team member is always ready to assist in providing support and guidance to our residents, ensuring that their concerns are addressed with utmost urgency and care. Our team member is trained to handle various situations and will provide prompt solutions to any issues that arise.

For non-emergency situations, the on-call team member will forward the information to the appropriate Breeze team member to handle during business hours.

In addition, our executive team members' direct contact information is provided to the Board Members. This is our commitment to ensuring any issues or concerns are addressed in a timely and efficient manner.

Field Service & Amenity Management

At breeze, we take great pride and steps to manage the assets that are so close to home. Our maintenance routine involves functional checks, monitoring, testing, measuring, servicing, repairing or replacing of necessary equipment, infrastructure, and supporting utilities so that assets can perform the required functions and achieve the intended service delivery objectives throughout their expected life.

We believe in taking a proactive approach to maintenance, to help reduce spending for your community. While, corrective maintenance is sometimes necessary, we believe in minimizing, because it creates unpredictable spikes in costs and can interrupt service delivery. The Breeze team invests in proactive maintenance, helping communities to reduce the need for costly capital reinvestment and maximizing the service life of assets.

Our heavy investment in technology ensures that we have the proper reporting, metrics and processes in place to run a successful field service operations.

The **breeze** service motto: Be Proactive. Not Reactive.

Quality Control & Quality Assurance

Our Quality Control and Operations Directors are responsible for ensuring that the quality of each Breeze community is maintained, continuously improved, and above standards. We manage this by implementing regular training with our team, monthly site visits, and transparent reporting. We believe having quality control metrics in place limits room for error and helps avoid expensive repair costs.

We keep the community up-to-date with frequent newsletters, and regular communication with board members, and of course, our response guarantee reminds you that we're always here to help. Our ongoing commitment, rapport, and connections with vendors ensure that we have the best teams in place always providing the service and quality that you deserve.



SAMPLE FIELD REPORT

Wes Hughes Complete

 Score
 40 / 43 (93.02%)
 Flagged items
 0
 Actions
 0

Prepared by Wes Hughes

Ponds 2 / 3 (66.67%)

Ponds 1 2 / 3 (66.67%)

Ponds Fair

The fountain repair is ongoing, Solitude is scheduled to be back on site end of this week March 28-29. They repaired some wires the first time around, but the problem persists. Will ensure I'm on site when repairs are conducted. Proposal received for Bluewater to take on responsibility for the fountain.











Photo 1

Photo 2

Photo 3

Photo 4

Photo 5

Pond Location

Landscaping 3 / 3 (100%)

Landscaping 1 3 / 3 (100%)

Landscaping





Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



10 Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16

Landscaping Location

Good Mailbox

Mailbox Location

Working Streetlights

Streetlights Location

Entrance Monument - Main

Fair

Exit side of Laurel Vista crosswalk sign is down - we will have on-site repair and secure the sign. Have not seen the Laurel vista light out yet (haven't been out at night) will make an attempt to be there at night time.













Photo 17





Good

Good

Photo 23

Photo 24 Photo 25

Photo 26

Photo 27

Photo 28

Gates - Main











Photo 29

Photo 30

Photo 31

Photo 32

Photo 33

Sidewalks





Photo 34

Photo 35

Sidewalks Location

Common Area Fence

Good







Photo 36

Photo 37

Photo 38

Roads Good

Roads Location

Amenities 17 / 18 (94.44%)

Amenities 1 17 / 18 (94.44%)

Basketball Court







Photo 39

Photo 40

Photo 41

Tennis Court









Photo 42

Photo 43

Photo 44

Photo 45

Clubhouse



Photo 46



Photo 47



Photo 48



Photo 49



Photo 50



Good

Good

Good

o 50 Photo 51



Photo 52



Photo 53



Photo 54



Photo 55



Photo 56



Photo 57







Photo 58

Photo 59

Photo 60

Clubhouse Restrooms

Good

Fair

Good

Pool





Photo 61

Photo 62

Tot Lot







Photo 63

Photo 64

Photo 65

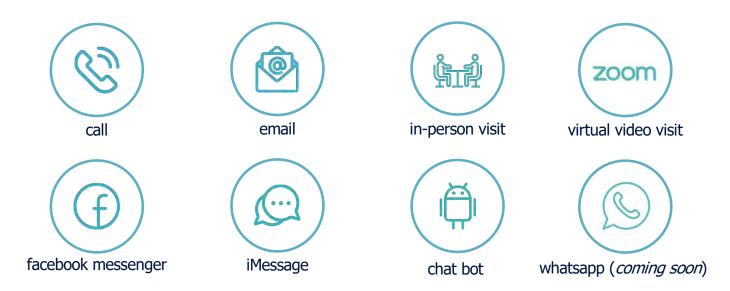
Sign Off



Wesley Hughes Mar 26, 2024 11:18 AM EDT

This is breeze, you can have it your way.

Life gets busy, so we're here to make it easier. We provide so many ways for you to communicate with us. Choose the way that's most convenient for you to chat with us.



powered by technology, fueled by humans.

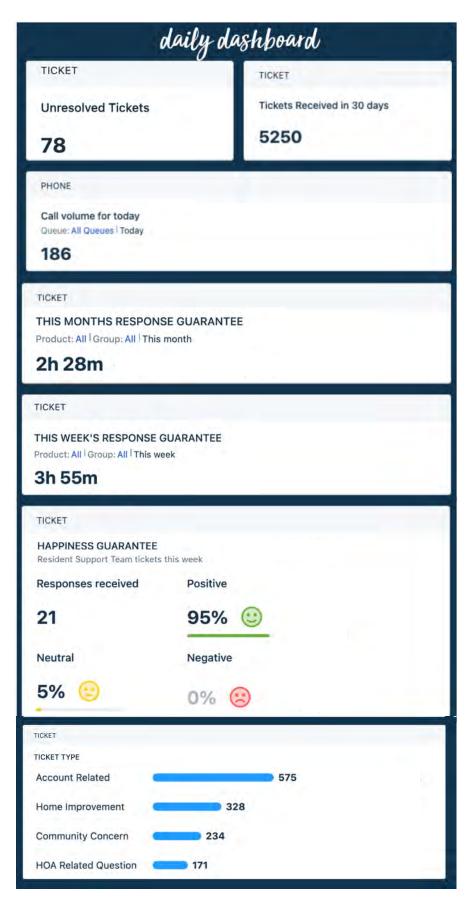


Response Guarantee.

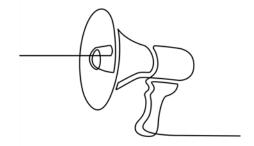
Our response guarantee is simple. We respond to all inquiries within 24 hours. If we miss our response guarantee, you get a \$5.00 gift card, no questions asked.



breeze dashboard.

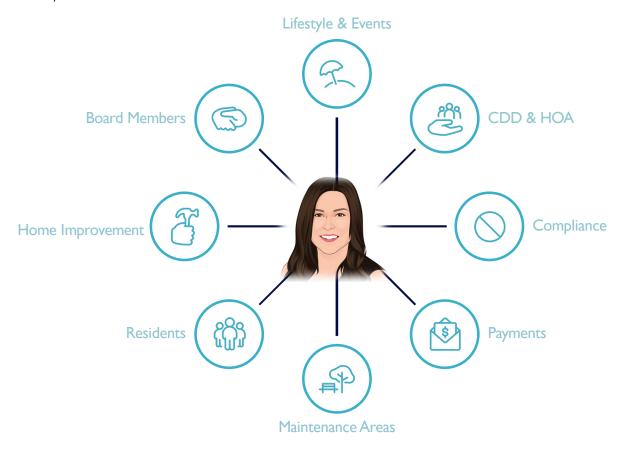


Welcome to the future of community management!
Stay up to date with your community & how our team is connecting with residents.
Welcome to a personalized breeze dashboard. Your community's statistics are delivered to the board monthly, so you always know how we're doing. Our omnichannel communication platform allows us to connect with residents conveniently and quickly. We have the data to prove it.



Resident Support & Experience

Our resident experience team is the heart of Breeze. We love helping residents and are committed to providing exceptional service every step of the way. You can expect quick responses, and a team that is always available to answer your questions and concerns. We keep you informed on the progress every step of the way until you are satisfied. We are here to help and delivery solutions.







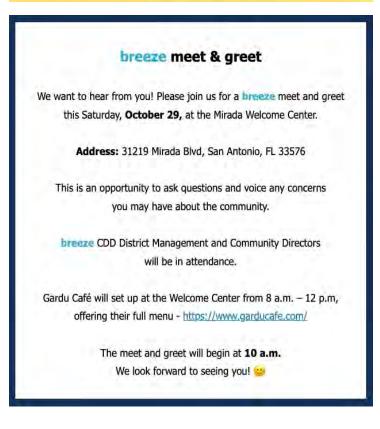
Elevating the customer service experience and creating magical resident interactions is our highest priority.

All resident experience team members are Disney Certified as part of their onboard training. This contributes to building resident loyalty, understanding, and exceeding expectations.

Community Communications

At breeze, we like our residents to feel at home. We do this by keeping communities connected and engaged with our frequent newsletters. Each newsletter is customizable, informative and fun to best suit your community's needs and priorities.







What's new in the Community?

- · The new roof at the Straiton Amenity Center has been installed.
- · The two entry towers have been pressure washed.
- Weed treatment has been deployed and we are watching closely to get the landscaping back to looking its best.
- · Annuals were changed out for the fall season.
- New front entry landscaping completed when entering the community from 54.







Creating Community Connections





References

Ronald Mitchell, Lakeshore Ranch CDD Chairman

Dear Members of the Board of Supervisors,

I am writing you this letter of recommendation for BREEZE District services based on my involvement with the organization as a Supervisor and now as Chairman of the Board of Supervisors of the Lakeshore Ranch CDD. Patricia has served as the District Manager for Lakeshore Ranch CDD since 2015 and now with BREEZE since March 2022. The BREEZE organization was extremely instrumental assisting us in very tough budget year and presented various detailed budget options to ensure that we advanced mandated capital projects with the various financial impacts to the residents. The BREEZE organization also understands the need for timely audit and financial information to be distributed to the residents and Board of Supervisors. BREEZE offers a service product that is not offered by any other District management entity — a resident support center. The support center actually confirms a response within 24 hours and tracks response metrics for presentation to the Board every month. I have been pleased with the quality of service offered by BREEZE

and highly recommend them to the any Community Development District for District Management Services.1

Richard Levy, Ballantrae CDD Chairman

Dear Board of Supervisors,

My name is Richard Levy and I serve as the Chairman of the Board of Supervisors of the Ballantrae Community development District.

The purpose of this letter is to recommend BREEZE District Management to the Board based on my direct experience with the company. The District has utilized Patricia as the District Manager since 2017 and utilized BREEZE since April 2022.

I am extremely pleased with the level of service they provide as to accounting and budgeting as well as their field service and contract oversight. BREEZE also advances a product that is new to the CDD world — a resident support center that is open to all residents for questions and inquiries of any District topic such as accounting, field services, assessments, insurance, etc. The statistics of resident interaction are presented at every meeting as well as the satisfaction rating designated by the residents. Real time overall monthly grading of the District Management team and by the residents.

In conclusion, it is my pleasure to recommend BREEZE to the Board and trust that your experience will be as positive as that of Ballantrae.

Mike Lawson, Epperson North CDD Chairman

As the Chairman of the Board of Supervisors for eighteen separate community development districts located throughout the Florida, the level of talented and experienced CDD management personnel that Breeze possesses is second to none. The management depth that Breeze provides ensures that all required administerial functions consisting of accounting, CDD meetings, operations & maintenance and debt service assessments and payments and many other services are professionally performed. Also, and equally important, Breeze maintains a excellent level of communication with the board members as well as providing timely and prompt responses to our residents.

References

Ron Acoff, Cory Lakes CDD Supervisor

Despite all of the darkness that is happening in the world, I want to take the liberty to shine a bright light on the accomplishment of the Cory Lake Isle CDD since your arrival in August of this year. Your Leadership and Business Acumen has provided Financial Metrics, Policies and Guidelines, Measurable Goals, and Best Practices which create Sustainable Growth and Progress, both short and long term, for the present and future homeowners of Cory Lake Isles.

It is an understatement Cory Lake Isle was in disarray upon your arrival. However, your honesty and transparency in communication and report preparation have been the catalyst for what was once thought unbelievable progress in unifying the community. As a homeowner, I want to personally Thank You! More importantly, I want to Thank You! as a CDD Supervisor!

Tampa Palms CDD https://www.tpoa.net/ Maggie Wilson mmfitzy@aol.com 813-977-6207

Cory Lakes CDD
https://www.corylakescdd.net/
Jorge Castillo, Chairman
jorgecorylakescdd@gmail.com

Ballantrae CDD
https://www.ballantraecdd.org/
Richard Levy, Chairman
rlevy@ballantraecdd.org
813-230-8952

Lakeshore Ranch CDD
https://www.lakeshoreranch.net/
John Rose, past Chairman
<u>ihroselol@gmail.com</u>
717-344-1319





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the c	ertificate holder in lieu of such	endorsement(s).			
PRODUCER		CONTACT NAME: Brittani Randall			
Herbie Wiles Insurance		PHONE (A/C, No, Ext): (904) 829-2201	FAX (A/C, No): (904)	829-2020	
400 N Ponce de Leon Blvd		E-MAIL bcollins@herbiewiles.com	1, ,		
		INSURER(S) AFFORDING COVI	ERAGE	NAIC #	
St. Augustine	FL 32084	INSURER A: AUTO OWNERS INSURANCE O	COMPANY	18988	
INSURED		INSURER B: SOUTHERN OWNERS INSURA	NCE COMPANY	10190	
Breeze Connected, LLC		INSURER C: BERKSHIRE HATHAWAY INC		058334	
2161 E. County Road 540A #225		INSURER D :			
		INSURER E :			
Lakeland	FL 33813	INSURER F:			
COVERAGES CERTIFIC	ATE NUMBER: 23-24 Liability	v1.0 REVISIO	N NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD					
INDICATED. NOTWITHSTANDING ANY DECLIDEMENT TERM OF CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS					

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 10,000
Α					78425852	08/04/2023	08/04/2024	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						Hired/Non-Owned Auto	\$ 1,000,000
	ΑU٦	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
Α		OWNED SCHEDULED AUTOS ONLY AUTOS			78425852	08/04/2023	08/04/2024	BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$ 5,000,000
В		EXCESS LIAB CLAIMS-MADE			4984574200	08/04/2023	08/04/2024	AGGREGATE	\$ 5,000,000
		DED RETENTION \$							\$
	-	RKERS COMPENSATION DEMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A					E.L. EACH ACCIDENT	\$
	(Mar	ICER/MEMBER EXCLUDED?	,,,					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
	Frr	rors and Omissions						Each Occurrence	1,000,000
С		iors and omissions			PM 1554647C	08/04/2023	08/04/2024	Deductible	2,500
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
CEI	CERTIFICATE HOLDER CANCELLATION								

Breeze Connected, LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPRESENTATIVE

2. AMENITY MANAGEMENT – A. SCOPE OF SERVICES

A. General Management

- A. Provide professional management and oversight to perform the services set forth in this Scope of Services ("Scope");
- B. Upon request of the District Board of Supervisors' ("Board") or District staff, attend meetings in-person or via telephone to provide any updates or address concerns;
- C. Respond promptly to any Board member's communications regarding questions or concerns related to this Scope;
- D. Administer the recruitment, hiring, training, oversight, and evaluation of facility operations, maintenance, and pool personnel;
- E. Record visits to the District in a log with date and time entries; and
- F. Provide weekly personnel activity reports regarding facility operations, maintenance activities, and pool attendants to the Board of Supervisors.

B. Facility Management.

- a. Manage all maintenance and recreation operations for the District;
- b. Manage the staff provided by Contractor and ensure mission completion;
- c. Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, property issues, and other questions and concerns);
- d. Manage and execute the maintenance and recreation budget adopted by the District Board and provide monthly update on all activities;
- e. Ensure amenity center is kept in pristine condition for residents at all times;
- f. Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;
- g. Ensure all subcontracts and outside vendor maintenance contracts are executed and managed as described (including but not limited to pool cleaning, security, lake maintenance, and landscape maintenance);
- h. Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
- i. Consistently monitor all community ponds for algae and seepage/bank issues and monitor all water fountains in lakes, and report any issues to the District Manager;
- j. Coordinate major repairs and retain related documentation;
- k. Supervise and schedule all onsite staff provided by Contractor;
- 1. Administer the card access program for residents, guests and others using the District's amenity facilities;
- m. Manage event rentals, including calendar, rental forms, and security deposits;
- n. Enforce the District's policies, rules and regulations of the facilities, including administering temporary suspensions of privileges to use the amenity facilities;
- o. Respond to and document incidents that occur at the amenity facilities;
- p. Present professional updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
- q. Train all staff to treat residents with respect;
- r. Display flexibility in handling after hours emergency calls;
- s. Have expansive knowledge with Microsoft Word, Excel and Power-Point;

- t. Have at least 2 years of management experience in a similar environment or community atmosphere;
- u. Have a flexible schedule and be available to oversee parties or events at the District's facilities and ensure facilities are cleaned and returned to pre-event or party state. If applicable, facility management will document the reasons for withholding all or a part of a security deposit for damages, failure to clean, or any other reason;
- v. Monitor the security cameras;
- w. Perform set up and clean-up of District facilities used for parties or events and for all Board meetings
- x. Shall order all necessary supplies to complete required tasks for District maintenance, including routine cleaning equipment. In the event that special services be required, and after approval by the Board, such special services will be provided by a third-party contractor and related expenses shall be billed to the District; and
- y. Shall solicit at least three (3) separate quotes for vendor contracts and negotiate the same.

C. Maintenance Duties.

- a. Maintain amenity center and other community properties, etc.; complete minor repairs to the clubhouse for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, and power washing fences and sidewalks;
- b. Responsible for routine repairs and upkeep to all facilities parking areas, monuments, common area, clubhouse, mail pavilion, community park(s), dock, playground equipment, tennis courts and basketball courts, etc.;
- c. Repair equipment as able and promptly report the need for any repairs not able to be performed by staff;
- d. Monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor;
- e. Control cobwebs and prevent other debris from accumulating on exterior walls, amenity center fences and gates, lake deck and lake walking bridge. Control ants and bees in common areas beside the clubhouse, playground and pavilions;
- f. Check, repair, and replace all exterior and interior lighting and replace air conditioner filters as needed (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);
- g. Check and assess conditions of roads, parking lot, sidewalks, curbs, street signs, monuments, and informational signs;
- h. Pressure wash all pool decks and clubhouses at least once per year, or more often if needed;
- i. Swimming Pool Decks: blow off entire pool deck, arrange furniture, clean outdoor furniture, empty and clean all waste receptacles, adjust umbrellas, clean BBQ grill(s), and inspect bathrooms, and clean and refill supplies as needed;
- j. Parking Lot and Amenity Center sidewalks: blow off debris;
- k. Pick up trash and empty waste receptables around District property;
- 1. Attend to Doggie Stations; replace bags as necessary and clean outside of trash bins and lids (or manage subcontractor performing such services);
- m. Assess and advise the Facility Manager of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;

- n. Clean all bathrooms, including the bathrooms at both pools and the park pavilion, at least two (2) times per week. Bathroom cleaning includes but is not limited to, all toilets, bases behinds toilets, urinals, stalls, counters, mirrors, sinks, baby stations and floors. Paper products shall be replaced as needed; and
- o. Routine cleaning of District facilities, including:
 - i. vacuuming carpet and spot-treating stains as needed;
 - ii. dusting window ledges and blinds, furniture, baseboards, countertops and lights;
 - iii. cleaning all windows, including window ledges and blinds;
 - iv. cleaning all BBQ grills, picnic tables, and water fountains; and
 - v. organizing storage closets, including proper storage and labeling of all equipment and cleaning supplies.

D. Pool Monitors/Facility Attendants.

- a. Support Facility Management in all of its duties;
- b. Open the clubhouse and prepare it for resident use in the morning, turn music on and off at the beginning and close of each day, close the clubhouse at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
- c. Monitor resident use of amenity; when more than one employee is on-duty, one employee shall remain in the amenity at all times during normal hours of operation;
- d. Monitor the pool area, clubhouse and playground and conduct random checks daily to ensure non-patrons are not using the amenities;
- e. Set up amenity center as requested for all events or meetings;
- f. Engage confrontational residents and report issues to the Facility Manager or to the Pasco County Sheriff, as appropriate; and
- g. Notify the Facility Management of repairs, as needed.

What is Not Included in the Amenity Management Scope of Services?

- 1. Performance of Primary Landscape Maintenance Services
- 2. Performance of Primary Aquatic Maintenance Services
- 3. Performance of Pool Cleaning Services
- 4. Engineering Services
- 5. Legal Services
- 6. Auditing Services

2. AMENITY MANAGEMENT – B. PRICING SHEET

Please provide three (3) years of pricing for Option 1 to complete the above provided duties, including any management fees or markups. The number of hours per position should be consistent with the Staffing Option 1. If not all management and staffing duties can be met by the staffing hours provided in Option 1, Proposer should identify which duties could not be met (or alternatively, provide which duties would be met). If a subcontractor is proposed to provide any of the duties, please indicate amount to be paid to subcontractor and any mark-up to be retained by Proposer.

If Proposers believe a different management and staffing structure would be more beneficial to the District, it shall be proposed as Proposer's Alternate Staffing Plan under Option 2 below so that the District can evaluate all approaches. Proposer may use this form or their own to provide pricing options.

Please note for reference: (1) the District previously subcontracted out servicing of certain janitorial duties (specifically, bathroom cleaning) and its doggie stations. Such services have been included within this Amenity Management Scope of Services in order to provide Proposers the opportunity to provide such services in lieu of the District using additional vendors; and (2) the District previously shared certain amenity services with the HOA pursuant to a Cost-Share Agreement. The Cost-Share Agreement was terminated in 2020, and the District and HOA do not intend such arrangement will continue in the future.

Position	Position Details Pricing			
OPTION 1		Year 1	Year 2	Year 3
Amenity / Facility	Full Time/Hourly			
Manager	(40 hrs/week)			
General Maintenance	Part Time/Hourly			
	• (20 hrs/week)			
Facility Attendant	Part Time/Hourly			
	(16 hrs/week, Saturday and			
	Sunday)			
Seasonal Pool Monitor /	Part Time/Hourly			
Facility Attendant	Memorial Day – Labor Day (15			
	weeks; 28 hrs/week, Sunday-			
	Saturday- 4hrs/day)			
	TOTAL			
OPTION 2: Proposer's Alt	ernative Staff Plan	Year 1	Year 2	Year 3
	TOTAL			

3. <u>DISTRICT MANAGEMENT – A. SCOPE OF SERVICES</u>

Task 1 - MANAGEMENT

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

- 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
- 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
- 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
- 24. Provide for instruction to Landowners on the Election Process and forms, etc.
- 25. Respond to Bond Holders Requests for Information.
- 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

Task 2 – ADMINISTRATIVE

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

Task 3 - ACCOUNTING

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File

- c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
- 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
- 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

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

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports

- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
- 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
- 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
- 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

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

F. Risk Management

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

Task 4 - FINANCIAL AND REVENUE COLLECTION

A. Administer Prepayment Collection:

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

B. Administer Assessment Roll Process:

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

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

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

D. True-Up Analysis:

- 1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
- 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

Task 5 – WEBSITE ADMINISTRATION

Proposer shall insure that the District's website remains in compliance with all applicable Florida law regarding the content and functionality of such web site and provide for the long-term storage of all website content and email in compliance with all applicable Florida law for public entities regarding records retention.

Task 6 – FIELD SERVICES MANAGER

Proposer shall provide one (1) monthly landscape maintenance inspection to ensure oversight of on-site landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts and prepare one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things, recommended action items.

Oversee the District's landscape maintenance contractor and arborist, including approving contractor monthly and weekly plans, validating work performed meets contract requirements, approving invoices from the vendors after determining that the goods or services were received in good condition, and confirming all landscaping meets District Landscape Standards including ensuring trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash and irrigation systems are fully functional.

Managing the District's Landscape Maintenance RFP, as often as needed.

Responsible for oversight of field services maintenance, including managing vendor contracts relating to the Common Areas.

Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices.

Ensuring that outside vendors meet all contract terms and conditions as outlined, provide quality services, and evaluate their performance.

Supervise any staff hired by Proposer and/or contractors necessary to perform the maintenance management duties.

Oversee the District's aquatic plant maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition and consistently monitor all community ponds for algae and seepage/bank issues.

Oversee the District's contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs (e.g., broken sprinkler heads, etc.).

Oversee the Amenity Management personnel's performance of maintenance duties for the Amenity Facilities (the Amenity Management Services company shall be responsible for the day-to-day maintenance of the amenities as well as responsible for maintaining a presentable appearance of the amenities.).

Report professionally at each District Board meeting with monthly management report and with status of all repairs completed and provide periodic suggestions of key items needed to enhance the community.

Survey all community light structures weekly and replace as needed or call utility provider for replacement of major community lights.

Monitor all roads for potholes or drainage issues, sidewalks, curbs, street signs, monuments, and informational signs, and report to the appropriate groups for repair.

Oversee and maintain community parks and dock.

Maintain and assess playground equipment for safety issues on a regular basis.

Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same.

Task 7 – DISSEMINATION AGENT

Contractor shall serve as the District's dissemination agent under applicable Continuing Disclosure Agreements. The District current has three (3) Continuing Disclosure Agreements outstanding that must be reported under.

Task 8 - ADDITIONAL SERVICES

- A. Financial Reports
 - 1. Modifications and Certification of Special Assessment Allocation Report;
 - 2. True-Up Analysis;
 - Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
- B. Bond Issuance Services
 - 1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
 - 2. Bond Validation;
 - Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
 - 3. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- C. Amendment to District boundary;
- D. Grant Applications;
- E. Escrow Agent;
- F. Community Mailings through the U.S. Mail e.g., memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- G. Extraordinary Public Records Requests Requiring Significant Effort to Fulfill
- H. Litigation Support Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.
- I. Landscape Maintenance Inspection: provide one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts and one (1) one (1) monthly landscape maintenance inspection report, which shall be provided in

the District's agenda package and include, among other things, recommended action items. Note, pricing for this item should only be provided separately if not already included in Amenity Management bid.

Task 9 – ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long-term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.

	EXHIBIT 9

Long Lake Ranch Community Development District



Proposal for District Management Services April 12, 2024



OUR MISSION:



April 12, 2024

Re: Proposal for Long Lake Ranch Community Development District

Dear Board of Supervisors,

Inframark is excited and pleased to provide a proposal for District Management services with pricing and a scope of services for Long Lake Ranch Community Development District.

Our Mission is: "To be the Partner and Protector of the Most Critical Resource that helps Communities Prosper." We do this through our 3 Principles of Pure Partnership:

We strongly believe in our people and ability to exceed our client's expectations. These beliefs are rooted in some of the following:

PURE PARTNERSHIP



Pure Alignment

We connect with clients on their terms, on a foundation of clarity, trust and mutual understanding. We make their goals our goals, tailoring the right mix of skills and resources to every project.



Pure Accessibility

We are open and transparent with our clients and each other. We make information and insights easy to see, understand and share. We're always available and open to share our skills, ideas and thinking.



Pure Accountability

We hold ourselves accountable to our clients, through continuous measurement and improvement, to our environment, through rigorous compliance, and to each other, through ongoing safety, training and professional development.

• Experience:

- o Providing District Management Services to the State of Florida for over 40 years.
- o We provide service to over 143 CDDs and 3 Cities throughout Florida.
- o 18 District Managers on staff with 9 years + average tenure.
- Our District Managers have college degrees and a variety of experience in IT, Finance, Government and Construction.
- <u>Project Management</u> We are able to provide project management services by an Inframark employee who has been a Certified Project Manager (PMP) for over 15 years. This designation requires recertification every 3 years.

• <u>Cost Savings</u> – We will review your current operating budget to identify savings opportunities or more efficient ways to operate the district.

• Technology:

- O Avid Strongroom: An advanced accounts payable system that is highly efficient and effective at making sure that District invoices are paid timely and only after review and approval by Inframark staff or a designated Board member, if desired. This system provides historical information on invoice payments, provides for creation of specialized reports, and allows Board members to review all invoices for the District through a web-based application.
- Customized Financial Statements and Budgets: Inframark developed a proprietary financial operating system designed exclusively for the Community Development business allowing us to provide clients customized financial statements and budgets. Our financial software is continually being updated and we offer our clients the ability to choose how their financial statements and budget documents will look, depending upon the preference of the Board.
- <u>Team Approach</u>: <u>We are more than the individual assigned to your account</u>. Our service to your community will include 11 highly trained professionals including: a secondary District Manager, Finance and Recording personnel and supervision. The depth and experience of our team is one of our strengths!

Infrastructure:

- o Full team of Health, Safety and Environmental (HSE) staff
- Complete internal IT support and infrastructure. We backup our servers and your information at multiple Inframark offices around the state and country to protect against catastrophic storms
- Team of HR professionals to assist with recruiting, employee retention and appreciation, bonus plans and more

Inframark is committed to making continuous process improvements and service enhancements, offering new technology and processes to help keep your community on the leading edge of the industry. We are excited to implement our new service enhancements and technology for your community. All the proposed services are designed to demonstrate our desire to be a long-term partner for your community and make certain that the Board and residents are receiving the most effective and advanced services possible, all with a value-added service fee schedule.

We look forward to hearing from you concerning our proposal and further discussing these plans, along with your vision, for your community.

Respectfully,

Chris Tarase President

Inframark - Community Management Services



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1 Executive Summary

Inframark – Community Management Services is pleased to provide this proposal for district management services to the board. Inframark has been providing District Management services in Florida for over 40 years.

To meet the needs of your District, we provide a fully empowered local District Manager out of our Tampa office. We provide additional support to all our clients through a central office with a regional management, support team and our structured business systems. This approach brings the strength, experience and expertise of Inframark to work proactively to address the needs of the District in the most cost-effective manner possible.

Inframark specializes in value-added services to our clients which include the following:

Personnel:

- o Inframark offers one of the largest and most accomplished professional teams in the District Management business.
- We can also bring in professionals from different disciplines to address special issues that may arise. Therefore, it is not only the number of professionals we offer to your District as a value-added service, but also our competence in addressing a wide range of complex matters that may come before your District.
- Your assigned team has more than 200 years combined expertise and experience in the CDD business.
- Willingness to Meet Time & Budget Requirements: Inframark is capable
 and committed to meeting time and budget requirements as agreed upon
 with the Board and in compliance with Florida statutes.

Experience:

- o Inframark is the most experienced company in the business.
- We manage over 331 clients statewide including Community Development Districts, Special Districts, Homeowner Associations and local municipalities.
- We specialize in customized customer service and have a client retention rate of 99.2%.
- Capital Project Management: Inframark has a Certified Project Manager (PMP) who has the knowledge and experience to manage multi-million dollar capital improvement projects for our clients.

Office Locations:

We have six offices in the State of Florida that support our district clients. (Tampa office currently has 15 employees working from that location, Wesley Chapel office currently has 27 employees working from that location, Ft. Myers office currently has 5 employees working from that location, Celebration office currently has 35 employees working from that location, St. Augustine region currently has 17 employees working from that location and the Coral Springs office currently has 50 employees currently working from that location).

"I have served as a supervisor on our CDD board for 3 years and the chairman for 2 years and in this 5 year period our CDD has performed many projects from paving roadways to a multi-million dollar project replacing bulkheads and bridges throughout the community, Our project manager has served us well in maintaining accurate financial records and guidance with both contractors and our membership. His strict adherence to Florida law has protected us from legal and public actions and ridicule. In areas where his knowledge was limited he sought out staff members and professionals to get the answers needed for our board to make an informed decision. When our views differed he listened and we then were always able to reach a better outcome.

Norman Day, Cedar HammockCDD Chair

Safety:

- o Inframark is the only District management company who has a specialized team of Health, Safety and Environmental (HSE) professionals.
- o Documented monthly safety training for ALL Inframark personnel.
- o Disaster Preparedness Plans for staff and clients

Human Resource Management:

- o Inframark has its own professional team of human resource professionals.
- o Provides drug and background screening that meet all applicable Federal and State requirements.
- o Employees complete monthly mandatory training on a wide variety of issues including sexual harassment, anti-discrimination, ethics, customer service and other important programs.
- o Regimented performance review process.
- Spot bonus and annual merit incentives
- o Best in industry employee benefit and 401(k) program
- **Field Services:** Inframark is also able to provide the following field services with our own employees:
 - o A complete range of Field Management and Maintenance services including but not limited to:
 - Vendor management
 - Contract administration
 - Sidewalk grinding
 - Pressure washing
 - Concrete Replacement and sidewalk repair
 - Monthly field services report
 - Landscape reviews
 - A full range of maintenance services for District and Association clients

2 Pricing & Business Considerations

Price Category		Current Pricing		Proposed Year 1		Proposed Year 2		Proposed Year 3	
Management	\$	20,000.00	\$	18,000.00	\$	18,540.00	\$	19,096.00	
Administrative	\$	11,000.00	\$	5,000.00	\$	5,150.00	\$	5,305.00	
Accounting	\$	11,000.00	\$	10,000.00	\$	10,300.00	\$	10,609.00	
Financial & Revenue Collection	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	
Field Management	\$	5,051.00	\$	7,200.00	\$	7,416.00	\$	7,639.00	
Website Administration	\$	-	\$	-	\$	-	\$	-	
Dissemination Agent	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00	
ANNUAL TOTAL	\$	55,051.00	\$	48,200.00	\$	49,406.00	\$	50,649.00	
Additional Services		-	See next page						
Additional Services to third Parties		-	See next page						
Amenity Services		\$ 129,857.00		\$ 133,127.00		\$ 137,131.00		\$ 141,245.00	
*Proposed represents a 3% increase to be approved by the Board yearly.									

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to twoitems anddelivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03per additional page
abels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 percopy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
SpecialServices- incudes court appearances, requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included inbase fee (current year records plus two years previous) (Anyboxesmay be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters forSellers of Property-the Service Company will charge the seller directly	Per market rates

3 About the Company

Inframark is an organization designed to accommodate all phases of operations for

Community Development Districts, municipalities, residential and commercial





Our Partnership Principles

Pure Alignment

We connect with our clients on a foundation of clarity, trust and mutual understanding. We make our clients' goals our goals, and tailor the right mix of skills and resources to every project.

Pure Accessibility

We are open and transparent with our clients and each other, making information and insights easy to see, understand, and share. We are always available and open to share our skills, ideas, and thinking.

Pure Accountability

We hold ourselves accountable to our clients and ourselves. We seek continuous improvement through rigorous compliance, as well as ongoing safety, training, and professional development. property owner associations. With offices throughout the State of Florida in Tampa, Wesley

Chapel, St. Augustine, Celebration, Ft. Myers and Coral Springs. Inframark maintains a focus in serving CDDs and HOAs and, as a result, has become a leader in our industry managing over \$87M in financial assets for over 143 Community Development Districts and 185 HOAs. Inframark is a member of Florida Association of Special Districts (FASD), Community Association Institute (CAI), the Florida League of Cities, Greater Orlando Builders Association, Tampa Bay Builders Association, Association of Florida Community Developers (AFCD) and the Urban Land Institute.

The success of any project (big or small) and every relationship depends on a positive and productive interplay of the people, processes, resources and responsibilities of all involved. Over the years, we've formalized the most important elements into our own service philosophy that we call the Principles of Pure

Partnership™. These partnership elements, Alignment, Accessibility and Accountability, are infused into our culture, into every project and every interaction. The result is deeper relationships with our clients and each other and real value in ways you can see, feel and measure.





https://www.youtube.com/watch?app=desktop&v=C-elgNECVJ4&feature=youtu.be

4 Qualifications

Meetings, Hearings and Workshops:

Inframark attends and conducts all regularly scheduled meetings. Inframark will also schedule and attend special Board meetings, continued meetings, hearings and workshops, as requested. As the District Manager, Inframark will arrange for time and location and all other necessary logistics for such meetings. For each meeting, we will prepare agenda packages for transmittal to the Board and staff at least seven days prior to the Board's meeting. Inframark will attend up to twelve meetings a year at no additional cost to the District.

"I have been on the Board of Supervisors of the Meadow Pointe CDD in excess of ten years with over 5 years as Chairman and three years as Treasurer."

"I am totally satisfied with the service we have been and are receiving from Inframark. Our District Manager is dedicated, knowledgeable, and responsive to our needs. He is backed up by a professional staff, both locally and in Coral Springs."

"I highly recommend Inframark."

Dennis Smith- Former Chairman Meadow Pointe CDD

Records:

Inframark has one of the largest teams of recording professionals

(ten personnel), in the business. Our Recording Department develops all the necessary advertisements for meetings. With the size and professionalism of our Recording Department, we can provide an extremely high level of service for all our District Management clients. This service includes an unmatched level of automation of records management. Our team is aided through our searchable database that allows for quick and accurate searches for past meeting minutes and efficient responses to public records inquiries. We have dedicated staff that are assigned to handle all public record requests and are highly experienced in ensuring compliance with the requirements of Florida Statutes.

Inframark provides full compliance with all the Florida Statutes Records Requirements of Chapter 119. This includes storage of records, access to records and coordination of all responses to public record requests. In addition, Inframark is in full compliance and follows all the requirements of the Florida Administrative Code Section R.1B-24.003(1)(a), which deals with the retention of District records.

Other critical aspects of our Records Management Services Include:

Document Management:

Inframark utilizes three parallel processes to manage the documents of our clients.

- First, our electronic document management system allows access security settings to be placed on each file to prevent unauthorized editing or manipulation, thus ensuring the integrity of the document. The documents are maintained in a PDF format that is exportable to the client's Website for timely updates. We update records of District meetings (minutes, agendas and supporting documentation) to the District's Website in compliance with Florida Statutes. The document management system allows for ease of e-retrieval of documents using multiple search methods (document name, document number, document content, file type, author or the assigned retention category) to ensure all record requests are fulfilled in a timely fashion.
- Secondly, the process utilizes offsite storage of documents. Our vendor guarantees the secure storage and/or destruction of documents. Annually, upon completion of the audit, the accounting and accounts payable files are inventoried, boxed and sent to the secured offsite storage facility. All records are maintained within applicable statutory requirements.

• Finally, we maintain an onsite Master File for each client. The Master File contains previous years' audits, arbitrage reports, budgets, insurance policies and other important historical information.

Disaster Contingency & Recovery:

Disaster recovery is particularly important since the Districts we manage are in areas prone to hurricanes. Our hurricane preparedness procedure includes the following:

- Provisions for the compilation and storage of files and data required to perform critical client services
- Securing the physical office space with the protection of client files as a top priority
- Satellite phone for contingency communication with local team
- Internet and phone-based communication chains to update personnel
- The ability to shift client critical tasks and District Management services to alternate office locations both out of region or state if necessary
- Securing priority commitments from key contractors due to strong and lasting relationships

Because of the critical nature of the electronic information, we manage on behalf of our clients, Inframark emphasizes system security and has disaster recovery procedures in place to minimize the impact of storms, power outages and other similar events for the districts we serve. Our disaster recovery plans are continually updated in response to the changing needs of our business and the clients we serve.

In addition, Inframark utilizes sites certified to survive the equivalent of a Category 5 hurricane. District data is stored on servers that reside in Horsham, Pennsylvania. A full backup of all data is performed nightly and stored offsite at a remote location. Our Horsham facility is equipped with backup generator power. In addition to redundant equipment at our Houston IT center, we also have equipment co-located at other sites.

District Operations:

Inframark has eighteen (18) District Managers throughout the State of Florida with over 100 years of District Management experience in the Florida Community Development District market. Inframark District Manages not only have experience in District Management, but also have experience in finance, IT and construction management. Since Inframark utilizes a team approach in the provision of all its services, we share best practices and success stories from District clients across the state. We conduct monthly manager calls in which we discuss existing issues and develop and implement solutions that are in the best interest of our clients. All Inframark team members go through monthly training to keep them up to date on a wide variety of issues that impact District operations.

The District Management team has access to all records of their Districts which includes all current and past contracts entered into by the District Board of Supervisors. With our searchable data base, it is very easy for our District Managers to review past contracts to compare with existing or proposed contracts. This allows our District Management team to keep up with contract termination dates, scope of services and fee schedules in each contract. We work closely with the Attorney for each District to ensure compliance with contract requirements and make certain that when the Board decides to terminate a vendor contract, it is done in an appropriate manner avoiding legal issues for the District.

Inframark has dedicated personnel that work with each District Manager on the renewal of District

insurance requirements, including review of District facilities and working with insurance providers to develop the most cost-effective approach to insuring District facilities.

Our District Management team is highly experienced in working with District Attorneys and District Engineers in the development of Request for Proposals (RFPs) for a wide variety of District construction, capital and maintenance projects including:

- a) development of complex bid and proposal packages,
- b) advertisement of the opportunities,
- c) analysis of the proposals and bids, and
- d) development of recommendations for Board consideration.

With the vast experience of our District Management team and the experience of Inframark across the State of Florida we have established excellent relationships with many vendors and contractors which brings a value-added service to the District.

Accounting and Reporting:

Inframark performs all required financial accounting functions through solid workflow processes that are designed to integrate the traditional tasks associated with accounting transactions. Those traditional accounting tasks of disbursements, accounts payable, general ledger journal entries, trial balance reconciliation and budget monitoring are knitted together in such a way to achieve:

- Fast turnaround for vendor payments
- Smooth approvals for setting up capital requisitions
- Open communications to field operations staff
- Advanced preparation for independent audit field work

Our understanding of accounting processes allows us to quickly differentiate areas needing further work and those items that are routine in nature. While there is a great deal of accounting activity that goes into ensuring the individual transactions are properly recorded in the financial records of the District, we use our expertise, our knowledge and our experience to ensure accounting theory is applied in the best interest of the District. The importance of complying with statutory requirements as well as annual disclosure to lenders and bondholders is given an interconnected focus of everyone on our staff which is appreciated and respected by our industry partners. Our accounting staff is committed to a quality standard that allows the accounting activities of the District to properly reflect its financial condition. Inframark has over 300 years of combined experience on our Finance Team.

Our finance team constantly monitors various investments instruments in Qualified Public Depositories to determine the best investment plan for District funds. Our accounting team monitors the maturity dates of District investments and alerts the District Manager so that the options for reinvestment can be brought to the Board for direction.

Audits:

Inframark has been working for decades with District auditors to make certain that each District audit is in full compliance with all GAAP and State accounting requirements. Inframark has a fully customized accounting software system that was designed for the Community Development District business that allows us to provide the most accurate and comprehensive information for all audit requirements.

Budgeting:

Inframark's customized CDD financial software system allows us to deliver options to our clients on how they wish to have their monthly financials and annual budget detailed. Each District Manager works with their assigned accountants to develop a draft budget for consideration by the Board of Supervisors. The draft budget is based upon the input from the Board as to the goals they wish to achieve in the upcoming budget cycle.

The Inframark Assessment Team works with the District Manager and the Finance Team to present a complete picture of the revenue and expenses for each annual budget and how the proposed expenditure plan impacts the annual assessments. This approach allows our clients to see how their annual budget will impact residents (financially) and how each budget will achieve the goals set forth by the Board of Supervisors. The District Manager and Finance Team work closely with the Recording Department to ensure that all legal requirements for advertisements are met during the budgeting process. In addition, the District Manager will solicit input from the District Staff, District Engineer and District Attorney on any operation and maintenance expenditures that they believe need to be increased, decreased or eliminated as part of the new budget cycle. It is critical in the development of an annual budget that aspects of the budget are reviewed by each team member providing service to the District.

Capital Program Administration:

As part of the annual budgeting process, the District Manager will solicit information from the District Engineer and District Staff on any capital projects they believe should be included in the annual budget. This includes the timing, cost, and whether a capital expenditure will increase or decrease any operation or maintenance expenditure currently included in the budget. It is important that the annual capital budget is fully coordinated with the operation and maintenance budget. We also examine the life cycle cost of projects based on the Reserve Study to determine their financial feasibility prior to the Board acting on said expenditure.

Inframark has many years of experience in dealing with capital bond issues and bank qualified loans for District projects. We have extensive experience in working with bond underwriters, financial advisors and various lending institutions on the establishment and implementation of capital programs for District clients. We have established procedures for making certain that specific deadlines associated with bond documents and bank qualified loan requirements are met. We have an excellent reputation of successful implementation of a wide variety of financing programs for our District clients.

Assessments and Revenue Collection:

Inframark has an exceptional record of administering annual assessment rolls for our District clients. This experience includes on roll and off roll collection. We have successfully worked with District legal counsel to accurately and timely collect off roll assessments when they are called for. We also routinely conduct true up analysis for District tax rolls to ensure that all collections are being completed as per the Board's direction. Our Assessment Department also provides estoppel letters on an as needed basis at no cost to the District.

Our Treasury Services Group actively manages the revenue and investments for Districts across the State of Florida. This team ensures that the revenue generated by the District provides the financial platform to meet all its operational expenses and debt obligations. By working closely with the banking industry across our broad client base, we can provide economies of scale in the management of our banking relationships — which is passed along to the Districts we service in the form of favorably negotiated fees and service costs.

The depth and breadth of our special assessment knowledge lends opportunities to capture efficiencies and effectiveness in the collection of District revenues. We pride ourselves in our ability to interpret developer agreements to maximize cash flow for the District and satisfy cash requirements for running the operations of the District.

5 Effective Technology Tools and Support

Avid Strongroom Accounts Payable Processing System

- Avid Strongroom is an Accounts Payable software that automates the process of invoicing.
- Allows users to approve invoices online, streamline invoice approval processes, and monitor invoice statuses.
- Avid Strongroom reduces the risk of entry errors as the system eliminates the task of manual invoice entry.
- Scalable for Growth: Enables Inframark to streamline the invoice-to-pay process while securely managing large volumes of bank accounts and check signatures.
- · Reduced Fraud Risk: Limits chances of fraud with enforced controls and customized workflows.

ADP Payroll Processing System

- ADP is an industry leader in Payroll, HR, and Tax solutions with over 75 years in the industry and 1,000,000 companies currently using ADP solutions.
- Allows for payroll processing that is seamless, including direct deposit, physical paychecks, W-2, etc.
- Employee and manager self-service portal online and with a mobile app, allows users to access their information and records.
- Data Security: ADP is an industry leader in data security and business protection,
- Fully integrated in Inframark's Accounting software, allowing data reporting capabilities.

Microsoft Business Central Accounting Software

- Industry leader in Enterprise Resource Planning and Accounting Software.
- Cloud-Based software that ensures Inframark's districts will have current Accounting software experience, with monthly updates from Microsoft.
- Manages finances end to end: oversee your budget, accelerate month-end and year-end close, automate bank reconciliation, use unlimited dimensions, track fixed assets, and more.
- Financial reporting: Allows for scheduled financial reports based on client and internal requirements.
- Power Bi Compatibility: Allows advanced analytics by integrating Power Bi Data driven Dashboards.

TECHNOLOGY DRIVES OUR COMMUNITIES

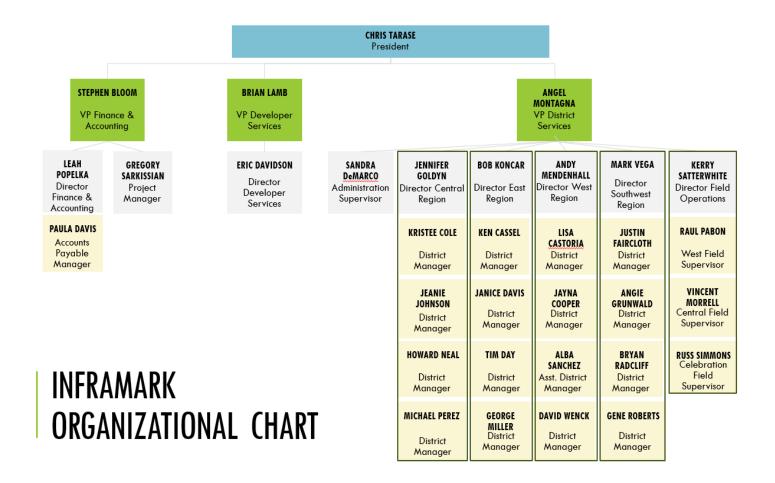
6 Staffing

Inframark is the only District Management firm with its own Human Resource team. This means the following:

- our employees are fully vetted prior to hiring,
- employees have regular performance evaluations,
- we follow a progressive disciplinary policy,
- we have an exceptional benefits program for our employees that other firms do not offer,
- we have a bonus program for exceptional performance,
- we offer a management bonus for employees who are responsible for financial performance goals,
- we provide a 401(k) retirement plan,
- we provide ongoing training and training incentive programs,
- we offer tuition reimbursement, and
- we have an in-house safety team and continuous safety training program for all employees.

Inframark places the highest value on its employees and provides a work environment and benefits that are designed to encourage long-term employment with Inframark.

Inframark will ensure that we retain the same personnel assigned to your District to the highest degree possible.



District Management:

Jennifer Goldyn, Central Regional Director. Jennifer will work with the assigned team on addressing any issues that could develop. She is responsible for the overall performance of the Central Inframark team. Ms. Goldyn has 5 years of district management experience and currently manages two (2) Districts allowing her to be available to her team and Inframark clients. Her background includes over 10 years in property management and 2 years in construction management. She holds a bachelor's in business and marketing and has held a Real Estate License. Ms. Goldyn is based in our Celebration office.

Michael Perez, District Manager. Michael is an experienced manager with over 18 years in property management and 10 years as a licensed real estate agent. He also has a bachelor's degree in accounting, making him a well-rounded manager for any community development districts. Michael is responsible for making sure every District he manages is well-maintained, run efficiently and working within the designated budget. Mr. Perez currently manages four (4) districts.

Recording Services:

Sandra Demarco, Administration Supervisor, has over 14 years of experience providing services to special districts throughout Florida, including water control and improvement districts with experience in processing permits. In addition, she has over 7 years of experience as a Records Management Liaison Officer overseeing the maintenance of public records and responding to public records requests; and over 4 years' experience serving as a municipal clerk. Sandra earned a Bachelor of Arts from Florida Atlantic University.

Janice Swade, Recording Secretary, has been working with Inframark for 14 years as a District Recording Secretary. Her previous experience includes 13 years with The Port Authority of New York and New Jersey, working in various administrative and clerical positions, including that of Senior Executive Secretary with the Deputy Director of the World Trade Center. Ms. Swade is extremely thorough in her attention to detail with all the Districts she serves.

Accounting/Finance Team:

Paula Davis, Accounts Payable Manager, is responsible for overseeing all accounts payable, accounts receivable and payroll activities. In addition, she coordinates the annual renewal of the Districts' insurance policies. Paula has nearly 30 years of accounting experience, which includes 5 years as a Human Resources Coordinator.

Sally Chalkley, Accounts Payable Specialist, has been with Inframark since 2014 working closely with vendors, field managers, District Managers, City Managers and accountants. Sally has 20 years of extensive experience working in the accounting and customer service field. Sally is proficient in the accounts payable process, processing over 7,000 invoices annually.

Leah Popelka, Accounting and Finance Director, has over 20 years of accounting and finance experience in the banking, utilities, real estate development, and district management sectors. Prior to joining the Inframark team, she served as the Director of Finance for an asset management and advisory firm specializing in real estate acquisitions and municipal financing. She began her career as a staff accountant at a CPA firm, which laid the foundation for opportunities to work for Fortune 500 companies in banking and utilities. With her comprehensive knowledge of the real estate sector through experience in working with institutional investment firms, real estate developers, and homebuilders over the span of her career, she has developed a unique understanding of all elements of the real estate industry. She is presently leading Inframark's Finance Department and has created a team of successful professionals that are consistently elevating service levels for our client base.

Elizabeth Moore, Financial Analyst of the Finance Department, has worked for Inframark since 2008. She has over 22 years of experience in personal banking, mortgage lending, personal portfolio management, and municipality financial management. Her current responsibilities include designing and implementing District Assessment Methodologies, building district assessment rolls, managing district lien books, debt service funding, developer billing, and debt service budget analysis.

Helena Schneider, CPA, Accounting Supervisor, has 20 years of experience providing accounting services to community development districts throughout Florida. She is a Certified Public Accountant, holds a master's degree in business administration and dual bachelor's degrees in accounting and molecular biology. Helena is responsible for overseeing an accounting team, reviewing financial statements, budgets and coordinating the audit process with external firms.

7 Clients (Partial List)

District	Region	County
Dovera CDD	Central	Seminole
Golden Lakes CDD	Central	Polk
West Lakeland WCD	Central	Polk
Brighton Lakes CDD	Central	Osceola
Celebration CDD	Central	Osceola
Enterprise CDD	Central	Osceola
Harmony CDD	Central	Osceola
Overoaks CDD	Central	Osceola
Stevens Plantation CDD	Central	Osceola
Xentury City CDD	Central	Osceola
East Park CDD	Central	Orange
Urban Orlando CDD	Central	Orange
Vista Lakes CDD	Central	Orange
Gateway Services CDD	West	Lee
Vasari CDD	West	Lee
Cedar Hammock CDD	West	Collier
Heritage Bay CDD	West	Collier
Naples Heritage CDD	West	Collier
Quarry CDD	West	Collier
Heritage Lake Park CDD	West	Charlotte
Heritage Oak Park CDD	West	Charlotte
Riverwood CDD	West	Charlotte
Heritage Springs CDD	West	Pasco
Lake Bernadette CDD	West	Pasco
Lexington Oaks CDD	West	Pasco
Meadow Pointe CDD	West	Pasco
Meadow Pointe II CDD	West	Pasco
Oak Creek CDD	West	Pasco
Oakstead CDD	West	Pasco
Watergrass II CDD	West	Pasco
Arbor Greene CDD	West	Hillsborough
Cheval West CDD	West	Hillsborough
Cordoba Ranch CDD	West	Hillsborough
Hammocks (The) CDD	West	Hillsborough
Harbour Isles CDD	West	Hillsborough

	Long Lake II	anch community i
Heritage Isles CDD	West	Hillsborough
Live Oak No. 1 CDD	West	Hillsborough
Live Oak No.2 CDD	West	Hillsborough
South Fork CDD	West	Hillsborough
South Fork East CDD	West	Hillsborough
Tampa Palms Open Space & Transportation CDD	West	Hillsborough
Waterchase CDD	West	Hillsborough
Westchase CDD	West	Hillsborough
Westchester	West	Hillsborough
Spring Ridge CDD	West	Hernando
Bobcat Trail CDD	West	Sarasota
Woodlands CDD	West	Sarasota
Eastlake Oaks CDD	West	Pinellas
Lexington CDD	West	Manatee
Piney-Z CDD	West	Leon
Briger CDD	East	Palm Beach
Seminole Improvement District	East	Palm Beach
Bonterra CDD	East	Miami Dade
Beacon Lakes CDD	East	Dade
Spicewood CDD	East	Dade
Coral Springs Improvement District	East	Broward
Griffin Lakes CDD	East	Broward
Maple Ridge CDD	East	Broward
Monterra CDD	East	Broward
Pine Tree Water Control District	East	Broward
Marshall Creek CDD	East	St. Johns
St. Johns Forest CDD	East	St. Johns
Palm Coast Park CDD	East	Flagler
Town Center at Palm Coast CDD	East	Flagler
Fleming Island Plantation CDD	East	Clay

8 References

Harbour Isles CDD

Apollo Beach, Florida (Hillsborough County)

<u>Seat1@harbourislescdd.org</u>

Betty Fantauzzi – Chairman

Inframark took over as the District Management Company for the Harbour Isles C.D.D. in December of 2020 and the transition could not have gone more smoothly. Mrs. Angel Montagna was selected to be our District Manager.

Prior to the first Board of Supervisors meeting Mrs. Montagna met individually with each of us Board members to not only get to know us as people but to discuss each of our concerns as well as our visions of what we hope to achieve in the future to make Harbour Isles a better place to live. As a result of her initiative in doing this, and her research into how to help with our concerns, the first Board meeting was well prepared and organized. And this enthusiasm, organization and the feeling of her caring about our community and its residents and striving to make it a happy place to live has continued. When issues have come up, big or small, Mrs. Montagna has always been a good listener and prepared to help with the problem-solving aspect with her vast knowledge and past experiences. We Board members know if we have a question or a concern we can contact her by phone, text or email and she will promptly answer in a respectful, pleasant, helpful manner. Her professionalism is a true asset to our community.

All of the Inframark employees I have had contact with have been extremely respectful and eager to help in any way possible, always with good results. I have learned that a company is only as good as the employees it has working for it. I have to say that, in the 12 years I have been a member of the Harbour Isles Board of Supervisors, Inframark has to be the best that we have had.

Respectfully,

Elizabeth Fantauzzi

Harbour Isles C.D.D. Board Chairman

Celebration CDD
Celebration, Florida (Osceola County)
Greg.filak@celebrationcdd.org

Greg Filak - Chairman

Enterprise CDD
Celebration, Florida (Osceola County)

Jdherrick1@gmail.com

Jason Herrick – Chairman

Rivington CDD

DeBary, Florida (Volusia County)

<u>kimberly@readercommunities.com</u>

Kimberly Locher – Assistant Secretary

Highlands CDD Wimauma, Florida (Hillsborough County) highlandsboardseat5@gmail.com Kangelia Baxter - Chairman

Tara CDD
Brandenton, FL (Manatee County)
seat1@taraCDD.org
Joe DiBartolomeo - Chairman

9 Scope of Services

All services required for the management of a community development district under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes and all other applicable Federal, Florida, and local laws (including the ordinance(s) and resolution(s) relating to the District and any interlocal agreements). All services should be completed on a timely basis.

District Management Services

A. Meetings, Workshops, and Hearings

- **1.** Organize, attend, conduct, and provide minutes for all meetings, workshops, and hearings of the District.
- 2. Schedule such meetings, workshops, and hearings.
- **3.** Coordinate the time, location, and all other necessary logistics (including providing conference call numbers or telephonic or virtual meeting technology).
- **4.** Send or publish notices for meeting, workshop, hearing, and election pursuant to Florida law.
- **5.** Provide agenda packages and meeting materials in the form requested by the Board.

B. District Operations

- 1. Act as the primary point of contact for District-related matters.
- 2. Maintain an action item list of tasks and follow ups from meetings.
- **3.** Coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida (and is on the website for the appropriate duration) and includes any additional information or materials requested by the Board.
- **4.** Consult with and advise the Board on policies, services, and responsibilities of the District and implement the Board's policies and direction.
- 5. Make recommendations and assist in matters relating to solicitation (competitive bidding, request for proposals, request for qualifications, etc...), approval, rejection, amendment, expiration, renewal, and termination of contracts for services, goods, supplies, or materials in accordance with the District's rules and Florida law.
- **6.** Provide contract administration services. Such services include:
 - i. ensuring District vendors comply with the terms and conditions of a contract
 - ii. coordinating any changes to the contract that might occur over the course of the contract
 - iii. coordination with the District Engineer, District Counsel, or construction/project manager with respect to the work performed or contractual obligations
 - iv. coordinating the closeout/final payment after the vendor performed their services
- **7.** Perform regular on-site visits to District grounds to generally evaluate and inspect the condition of the property and infrastructure and meet with District vendors and staff. Observe and report concerns or questions relating to District grounds.
- **8.** Monitor certificates of insurance as needed per contracts.
- **9.** Prepare and follow risk management policies and procedures.
- **10.** Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance for all District assets and maintenance responsibilities are included and procure and renew all applicable insurance, including

- but not limited to, General Liability Insurance and Directors and Officers Liability Insurance.
- **11.** Process and assist in investigation of insurance claims, in coordination with District Counsel.
- **12.** Negotiate on behalf of the District (when specifically authorized by the Board) with governmental entities, vendors, contractors, residents, insurance representatives, and other parties.
- **13.** Prepare, on or before October 1 of every year, an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- **14.** Ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - file the name and location of the Registered Agent and Registered Office location annually with Department of Economic Opportunity and the City/County.
 - ii. provide the regular meeting schedule of the Board to the City/County.
 - iii. prepare and file annual public depositor report.
 - iv. file all required financial reports (including the Annual Audit) to the Department of Revenue, Auditor General, the City/County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - v. transmit Public Facilities Report and related updates to appropriate agencies.
 - vi. file request letter to the local Supervisor of Elections for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - vii. serve as the contact person for the State Commission of Ethics for Financial Disclosure coordination.
 - viii. maintain the District Seal.

C. Accounting, Reporting, and Audit Support

- 1. Implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities should be overseen by a degreed accountant.
- **2.** Track and oversee the District's general, capital, reserve, and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- **3.** Administer the processing, review, approval, and timely payment of all bills, invoices, and purchase orders (including construction requisitions).
 - i. All vendor invoices, receipts, application for payments, etc. must be provided to the Board within 30 days of receiving it.
- **4.** Recommend and implement investment policies and procedures pursuant to Florida law, and provide cash management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.
- **5.** Prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements.
- **6.** Provide audit support to auditors for the required Annual Audit and ensure completion of the Annual Audit and Annual Financial Statements in compliance with Florida law.
- **7.** Assist the District in obtaining and completing a Reserve Study and complying with the findings and direction of the Board.

D. Budgeting

- 1. Prepare and provide for a proposed budget for Board approval and submission to the City/County in compliance with Florida law.
- 2. Prepare final budget and backup material for and present the budget at all budget meetings, workshops, and hearings.
- **3.** Administer the adopted budget and prepare budget amendments on an ongoing basis as needed.

E. Assessments & Revenue Collection

- 1. Develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County tax collector and administering assessments for off tax roll parcels/lots.
- 2. Provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.
- 3. Issue estoppel letters as needed for property transfers.
- 4. Maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

F. Bond Compliance and Dissemination Agent

- **1.** Oversee and implement bond issue related compliance. For example:
 - i. coordination of annual arbitrage report as required.
 - ii. transmittal of the Annual Audit, budget, and other required information to the trustee and other parties as required.
 - iii. annual/quarterly disclosure reporting as required.

G. Records

- 1. Maintain the "Record of Proceedings" for the District at a location within the boundaries of the County in which the District is located and include meeting minutes, resolutions, and other records required by law and provide access to such records in compliance with Florida's public records laws.
- **2.** Serve as the District's Records Management Liaison Officer for reporting to the Department of Library and Archives pursuant to Section 257.36(5)(a), Florida Statutes.
- **3.** Serve as the District's designated custodian of all public records of the District and comply or coordinate the compliance with the responsibilities imposed by Chapter 119, Florida Statutes. For example:
 - i. protect the integrity, confidentiality, or exemption of all public records.
 - ii. respond to public records requests in a timely, professional, and efficient manner.
 - iii. recommend best practices and services to ensure all public records of the District (including emails of the Board) are preserved pursuant to Florida law requirements.

H. Board Email Backup and Retention Services

- 1. Provide for or coordinate with a third-party vendor to ensure emails of the Board are backed up and retained in compliance with Florida's public records laws.
 - i. If such services are not provided directly, then the District will contract directly with such third-party vendor and the costs of such services will be borne by the District.

10 Amenity Services Scope of Services

A. Amenity/Facility Management

- a. Provide professional management and oversight to perform the services set forth in this Scope of Services ("Scope");
- b. Upon request of the District Board of Supervisors' ("Board") or District staff, attend meetings inperson or via telephone to provide any updates or address concerns;
- c. Respond promptly to any Board member's communications regarding questions or concerns related to this Scope;
- d. Administer the recruitment, hiring, training, oversight, and evaluation of facility operations, maintenance, and pool personnel;
- e. Record visits to the District in a log with date and time entries; and
- f. Provide weekly personnel activity reports regarding facility operations, maintenance activities, and pool attendants to the Board of Supervisors.

B. Facility Management.

- a. Manage all maintenance and recreation operations for the District;
- b. Manage the staff provided by Contractor and ensure mission completion;
- c. Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, property issues, and other questions and concerns);
- d. Manage and execute the maintenance and recreation budget adopted by the District Board and provide monthly update on all activities;
- e. Ensure amenity center is kept in pristine condition for residents at all times;
- f. Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;
- g. Ensure all subcontracts and outside vendor maintenance contracts are executed and managed as described (including but not limited to pool cleaning, security, lake maintenance, and landscape maintenance);
- h. Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
- i. Consistently monitor all community ponds for algae and seepage/bank issues and monitor all water fountains in lakes, and report any issues to the District Manager;
- j. Coordinate major repairs and retain related documentation;
- k. Supervise and schedule all onsite staff provided by Contractor;
- I. Administer the card access program for residents, guests and others using the District's amenity facilities;
- m. Manage event rentals, including calendar, rental forms, and security deposits;
- n. Enforce the District's policies, rules and regulations of the facilities, including administering temporary suspensions of privileges to use the amenity facilities;
- o. Respond to and document incidents that occur at the amenity facilities;
- p. Present professional updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
- q. Train all staff to treat residents with respect;
- r. Display flexibility in handling after hours emergency calls;
- s. Have expansive knowledge with Microsoft Word, Excel and Power-Point;

- t. Have at least 2 years of management experience in a similar environment or community atmosphere;
- Have a flexible schedule and be available to oversee parties or events at the District's facilities and ensure facilities are cleaned and returned to pre-event or party state. If applicable, facility management will document the reasons for withholding all or a part of a security deposit for damages, failure to clean, or any other reason;
- v. Monitor the security cameras;
- w. Perform set up and clean-up of District facilities used for parties or events and for all Board meetings
- x. Shall order all necessary supplies to complete required tasks for District maintenance, including routine cleaning equipment. In the event that special services be required, and after approval by the Board, such special services will be provided by a third-party contractor and related expenses shall be billed to the District; and
- y. Shall solicit at least three (3) separate quotes for vendor contracts and negotiate the same.

C. Maintenance Duties.

- Maintain amenity center and other community properties, etc.; complete minor repairs to the clubhouse for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, and power washing fences and sidewalks;
- b. Responsible for routine repairs and upkeep to all facilities parking areas, monuments, common area, clubhouse, mail pavilion, community park(s), dock, playground equipment, tennis courts and basketball courts, etc.;
- c. Repair equipment as able and promptly report the need for any repairs not able to be performed by staff;
- d. Monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor;
- e. Control cobwebs and prevent other debris from accumulating on exterior walls, amenity center fences and gates, lake deck and lake walking bridge. Control ants and bees in common areas beside the clubhouse, playground and pavilions;
- f. Check, repair, and replace all exterior and interior lighting and replace air conditioner filters as needed (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);
- g. Check and assess conditions of roads, parking lot, sidewalks, curbs, street signs, monuments, and informational signs;
- h. Pressure wash all pool decks and clubhouses at least once per year, or more often if needed;
- Swimming Pool Decks: blow off entire pool deck, arrange furniture, clean outdoor furniture, empty and clean all waste receptacles, adjust umbrellas, clean BBQ grill(s), and inspect bathrooms, and clean and refill supplies as needed;
- j. Parking Lot and Amenity Center sidewalks: blow off debris;
- k. Pick up trash and empty waste receptables around District property;
- I. Attend to Doggie Stations; replace bags as necessary and clean outside of trash bins and lids (or manage subcontractor performing such services);
- m. Assess and advise the Facility Manager of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- n. Clean all bathrooms, including the bathrooms at both pools and the park pavilion, at least two (2) times per week. Bathroom cleaning includes but is not limited to, all toilets, bases behinds toilets,

urinals, stalls, counters, mirrors, sinks, baby stations and floors. Paper products shall be replaced as needed; and

- o. Routine cleaning of District facilities, including:
 - i. vacuuming carpet and spot-treating stains as needed;
 - ii. dusting window ledges and blinds, furniture, baseboards, countertops and lights;
 - iii. cleaning all windows, including window ledges and blinds;
 - iv. cleaning all BBQ grills, picnic tables, and water fountains; and
 - v. organizing storage closets, including proper storage and labeling of all equipment and cleaning supplies.

D. Pool Monitors/Facility Attendants

- a. Support Facility Management in all of its duties;
- b. Open the clubhouse and prepare it for resident use in the morning, turn music on and off at the beginning and close of each day, close the clubhouse at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
- c. Monitor resident use of amenity; when more than one employee is on-duty, one employee shall remain in the amenity at all times during normal hours of operation;
- d. Monitor the pool area, clubhouse and playground and conduct random checks daily to ensure non-patrons are not using the amenities;
- e. Set up amenity center as requested for all events or meetings;
- f. Engage confrontational residents and report issues to the Facility Manager or to the Pasco County Sheriff, as appropriate; and
- g. Notify the Facility Management of repairs, as needed.

11 Field Services

April 12, 2024

To: Jennifer Goldyn Regional Director Inframark

From: Kerry Satterwhite
Director of Field Operations
Inframark

Subject: Site Inspection

Long Lake Ranch CDD, Lutz FL

On April 11 Gabe Montagna, Inframark Field Inspector, conducted a site inspection at Long Lake Ranch CDD. The observations that are noted in the inspection are generalities and were documented to provide representative samples of what is included in a standard report.

The purpose of the field inspection is to conduct a comprehensive evaluation of all CDD assets, perform a quality control assessment of contractors work, and identify safety and compliance issues. Inframark field inspectors review the vendors scope of work for contractual obligations.

The inspector will typically invite the contractors to participate in the inspection with them. The goal is to create a partnership and ensure that the CDD is receiving effective and efficient service. The inspections are sent to the contractor to provide them with the opportunity to respond to documented deficiencies.

Thank you,
Kerry Satterwhite
Director of Field Operations

LONG LAKE RANCH

Thursday, April 11, 2024

Prepared For Board Of Directors

25 Issues Identified



Issue 1- Clubhouse
Assigned To District Manager
Recommend pressure washing
clubhouse.



Issue 2- Clubhouse
Assigned To Landscaper
Please provide proposals for missing plants.



Issue 3- Clubhouse
Assigned To Landscaper
Please remove all dead plant
material around clubhouse.



Issue 4- Clubhouse Dumpster
Assigned To District Manager
Containment for dumpster
should be pressure washed.



Issue 5- Clubhouse Dumpster
Assigned To District Manager
Recommend replacing no
dumping sign.



Issue 6- Clubhouse Light Poles

Assigned To District Manager Lights have algae and dirt build up, recommend having them cleaned.



Issue 7- Clubhouse
Assigned To District Manager
Recommend having sign
replaced.



Issue 8- Tennis Courts

Assigned To District Manager

Recommend replacing door,

could be a potential safety risk.



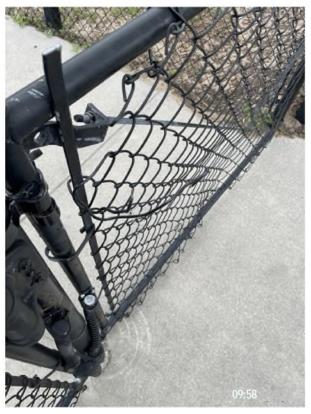
Issue 9- Basketball Court
Assigned To Landscaper
Please trim around
all utility access points.



Issue 10- Basketball Court
Assigned To District Manager
Recommend pressure washing
basketball court.



Issue 11- Clubhouse
Assigned To Landscaper
Please have the crew pick up
trash each visit.



Issue 12- Dog Park
Assigned To District Manager
Recommend having vendor
come out and see if they can fix
doggy gate. Could be a
potential safety risk.



Issue 13- ClubhouseAssigned To Landscaper
Please remove moss from all

community trees.



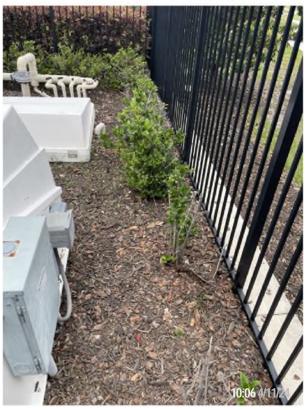
Issue 14- Dog Park
Assigned To District Manager
Recommend removing post
from mulch bed.



Issue 15- Clubhouse/ Playground

Assigned To District Manager

Recommend having the utility close this structure.



Issue 16- Clubhouse/ Pool Pump

Assigned To Landscaper

Recommend removing all plant material from pool pump area.



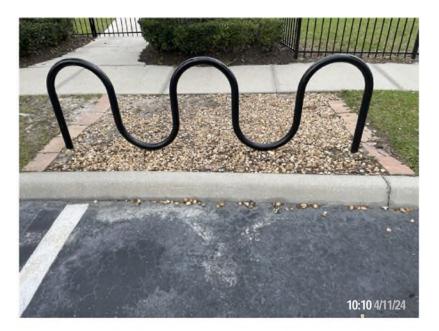
Issue 17- Clubhouse/ Pool Pump

Assigned To District Manager Recommend adding a lock for pool pump gate.



Issue 18- Clubhouse/ Pool Pump

Assigned To District Manager Recommend adding steps, potential trip/fall hazard.



Issue 19- Playground

Assigned To District Manager Recommend removing rocks and replacing with mulch.



Issue 20- Daggerwing/ Long Lake Ranch

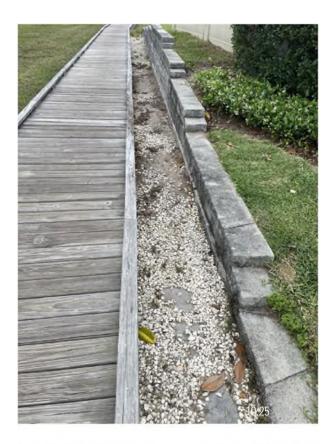
Assigned To District Manager Recommend having all damaged signs replaced.



Issue 21- Community
Assigned To District Manager
Recommend having county
come out and fix all damaged
and leaning street signs.



Issue 22- 19234 Breynia
Assigned To District Manager
Recommend having sign
replaced.



Issue 23- The Reserve Trail
Assigned To District Manager
Recommend adding a new layer
of rocks.



Issue 24- The Reserve Trail
Assigned To District Manager
Continue to monitor the bridge for safety and structural integrity.



Issue 25- The Reserve TrailAssigned To Landscaper
Please treat weeds each visit.

Client#: 754881

WATERHOLDI2

REVISION NUMBER:

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Rebecca Hightower			
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 706-324-6671	FAX (A/C, No):		
200 Brookstone Centre Pkwy	E-MAIL ADDRESS: Rebecca.Hightower@MarshMMA.com			
Suite 118	INSURER(S) AFFORDING	COVERAGE NAIC #		
Columbus, GA 31904	INSURER A : AXIS Surplus Insurance Comp	any 26620		
INSURED	INSURER B : Safety National Casualty Corpo	oration 15105		
Inframark , LLC 2002 West Grand Parkway North, Suite 100	INSURER C:			
	INSURER D:			
Katy, TX 77449	INSURER E :			
	INSURER F:			

CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY SP005105012023 09/01/2023 09/01/2024 EACH OCCURRENCE \$2,000,000 X DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$4,000,000 GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$4,000,000 O9/01/2023 09/01/2024 COMBINED SINGLE LIMIT (Ea accident) OTHER: \$10,000,000 **AUTOMOBILE LIABILITY** CA6676598 В \$2,000,000 X ANY AUTO BODILY INJURY (Per person) S X SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) X HIRED ONLY S UMBRELLA LIAB SX005106012023 09/01/2023 09/01/2024 EACH OCCURRENCE \$8,000,000 X OCCUR X EXCESS LIAB \$8,000,000 CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION 09/01/2023 09/01/2024 X STATUTE LCD4068416 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N E.L. EACH ACCIDENT \$1,000,000 N N/A (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 **Pollution Liab** SP005105012023 09/01/2023 09/01/2024 \$2,000,000 Per Claim **Professional Liab** SP005105012023 09/01/2023 09/01/2024 \$2,000,000 Per Claim DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required

the named insured and the certificate holder that requires such status: (GL) Additional Insured per form SPP 2010 Additional Insured Owners, Lessees or Contractors (GL) Additional Insured per form SPP 2037 Additional

(See Attached Descriptions)

These endorsements, to the extent provided in the policy, all apply when there is a written contract

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
1	

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ACORD 25 (2016/03) #S13192235/M13189719

COVERAGES

between

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JLRXH

DESCRIPTIONS (Continued from Page 1) Insured Owners, Lessees or Contractors Completed Operations (GL) Primary and Non-Contributory per form SPP 2001 04 (GL) Waiver of Subrogation per form SPP 2404 (GL) 30 Day Notice of Cancellation per form SPP 0052 (AU) Designated Additional Insured per form SNCA 026 10 13 (AU) Primary and Non-Contributory With Other Insurance Condition per form CA 04 49 11 16 (AU) Waiver of Subrogation per form SNCA 027 10 13- Waiver of Transfer of Rights of Recovery Against Others to Us (AU) 30 Day Notice of Cancellation per form SNCA 024 1013 Earlier Notice of Cancellation Provided by Us (WC) Waiver of Subrogation as per form WC00 03 13 -Waiver of Our Right to Recover (WC) 120 Day Cancellation Endorsement per form WC99 06 R3 (UMB) Follows form per form SPX 0005

SAGITTA 25.3 (2016/03) 2 of 2 #S13192235/M13189719