

**BONITA LANDING  
COMMUNITY DEVELOPMENT  
DISTRICT**

**REGULAR MEETING  
AGENDA**

**February 13, 2017**

**Bonita Landing Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
2300 Glades Road, Suite 410W•Boca Raton, Florida 334313  
Phone: (954) 426-2105•Toll-free: (877) 276-0889•Fax: (954) 426-2147

February 6, 2017

Board of Supervisors  
Bonita Landing Community Development District

**ATTENDEES:**  
Please identify yourself each  
time you speak to facilitate  
accurate transcription of  
meeting minutes.

Dear Board Members:

A Regular Meeting of the Board of Supervisors of the Bonita Landing Community Development District will be held on **Monday, February 13, 2017, at 1:30 p.m.**, at the offices of **Lennar Homes, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Lee County Property Appraiser Uniform Collection Interlocal Agreement
4. Consideration of Lee County Tax Collector Uniform Collection Agreement
5. Acceptance of Unaudited Financial Statements as of December 31, 2016
6. Approval of **January 9, 2017** Regular Meeting Minutes
7. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
    - i. **NEXT MEETING DATE: March 13, 2017 at 1:30 P.M.**
8. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.  
District Manager

**FOR BOARD MEMBERS AND STAFF TO**  
**ATTEND BY TELEPHONE:**

**Call-in number: 1-888-354-0094**  
**Conference ID: 8593810**

## UNIFORM COLLECTION INTERLOCAL AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Agreement”), by and between **Bonita Landing Community Development District**, (“Local Government”), and **Kenneth M. Wilkinson, Lee County Property Appraiser**, a constitutional officers of the State of Florida, whose address is 2480 Thompson Street, Fort Myers, Florida 33901-3074

1. Section 197.3632, Florida Statutes, authorizes non-ad valorem special assessments of Local Governments may be collected using the “Uniform Method” provided in that section. Pursuant to that opinion, the Property Appraiser and the Local Government shall enter into an agreement providing for reimbursement to the Property Appraiser of administration costs, including costs of inception and maintenance, incurred as a result of such inclusion.

2. Pursuant to section 197.3632(2), the Property Appraiser agrees to provide in compatible electronic medium (1) the legal description of the property within the boundaries described by the resolution adopted by the Local Government, (2) the names and addresses of the owners of such property, and (3) the property identification numbers of such property contained in the ad valorem tax roll submitted to the Department of Revenue.

3. The parties herein agree that commencing with the Tax Year 2017 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the authorized agent of the Local Government.

4. This agreement shall continue from year to year unless cancelled by either party by giving written notice prior to January 1 of the year that the agreement shall stand terminated.

5. Local Government shall comply with all relevant requirements of Chapter 197, Florida Statutes, and all related Florida Administrative Code rules relating to, but not limited to, compliance with advertising and notices required for the use of the Uniform Method provided in 197.3632.

6. Local Government shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser. The Property Appraiser shall, using the information provided by the Local Government, place the non ad valorem special assessments, as made from time to time and certified to him, on properties within the assessment district boundaries. The assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.

7. The Property Appraiser shall be reimbursed for all necessary administrative costs incurred, including but not limited to the costs of personnel, forms, supplies, data processing, computer equipment, postage and programming. The parties agree the administrative costs shall be reimbursed at the rate of \$1 per parcel as identified by STRAP number for each year in which

such assessments are placed on the tax rolls. Local Government shall pay Property Appraiser within forty five days of receipt of invoice from Property Appraiser.

8. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under the Agreement.

9. The parties agree to consult and cooperate with one another as necessary for the efficient and timely listing, preparation, submission and certification of Local Government's non- ad valorem special assessments.

10. In performing the services provided in this agreement, the Property Appraiser shall not in any way, express or implied, directly or indirectly, be responsible for proposing, imposing, certifying or levying any non-ad valorem special assessment or determining whether any such any non-ad valorem special assessment is authorized, constitutional, legal or valid. Local Government is solely responsible to levy the assessments and to insure they are authorized, constitutional, legal and valid.

11. Local Government shall be responsible for all changes and adjustments to the non-ad valorem special assessments and will provide all such changes or adjustments to the Property Appraiser.

12. To the extent permitted by law, Local Government shall indemnify, defend and hold harmless the Property Appraiser against any claims, judgments, expenses, liabilities and, including attorney's fees, arising from Local Government's actions or omissions regarding the imposition, levy, roll preparation and certification of the assessments.

13. Information provided by the Property Appraiser may contain information that is confidential and exempt from disclosure under Chapter 119, Fla. Stat., Florida's Public Records Law. Local Government shall familiarize its staff with the applicable statutory provisions and rules governing the Public Records Law and the applicable exemptions and provisions regarding confidentiality. Local Government shall comply with the Public Records Law and all applicable exemptions and provisions regarding confidentiality.

EXECUTED on the date first above written.

Kenneth M. Wilkinson, CFA  
Lee County Property Appraiser

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## UNIFORM COLLECTION AGREEMENT

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Bonita Landing Community Development District, an independent special district (“District”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and the Office of the Lee County Tax Collector, by and through the Honorable Larry D. Hart, Lee County Tax Collector, whose address is Lee County Tax Collector’s Office, 2480 Thompson Street, Fort Myers, Florida 33901 (“Tax Collector”).

### SECTION I

#### Findings and Determinations

The parties find and determine:

1. District is authorized to impose and levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem special assessments for Bonita Landing Community Development District (“Assessments”), as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes , and Rule 12D-18, Florida Administrative Code, as amended; and
2. The term “Assessments” means those certain levies by District which purport to constitute non-ad valorem special assessments for Bonita Landing Community Development District. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by District and if it is apportioned to the property fairly and reasonably; and
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code (“uniform methodology”), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology; and
5. The uniform methodology provides for more efficiency of collection by virtue of the “Assessment” being on the official tax notice issued by the Tax Collector which will produce positive economic benefits to District and its citizens and taxpayers; and

6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability; and
7. The Tax Collector, as the State Constitutional Officer for the Lee County Political Subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the “Assessments”; and
8. The sole and exclusive responsibility to determine, impose and levy the “Assessments” and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment for Bonita Landing Community Development District and related systems, facilities and services is that of District and no other person, entity or officer.

## **SECTION II**

### **Authority**

1. Sections 190.011, 190.016 (11), 190.021, 190.022, and 190.025, Florida Statutes; Sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by District of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to Tax Collector in the capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by Bonita Landing Community Development District, an independent special District of the Lee County Political Subdivision.
3. Section 197.3631, Florida Statutes, constitutes supplemental authority for District to levy non-ad valorem assessments including such non-ad valorem special assessments as the “Assessments” for Bonita Landing Community Development District and related systems, facilities and services.
4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to District and to Tax Collector in and for Lee County, as well as the Department of Revenue.

### **SECTION III**

#### **Purpose**

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem special assessments, the "Assessments", levied by District to include compensation by District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; payment by District of any costs involved in separate mailings because of non merger of any non-ad valorem special assessment roll as certified by District or his or her designee, pursuant to Section 197.3632(7), Florida Statutes, and reimbursement by District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.

### **SECTION IV**

#### **Term**

The term of this Agreement shall commence upon execution, effective for the 2017 tax notice purposes, and shall continue and extend uninterrupted from year to year, automatically renewed for successive periods not to exceed one (1) year each, unless District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10 of each calendar year, if District intends to discontinue to use the uniform methodology for such "Assessments" pursuant to Section 197.3632(6), Florida Statutes (2009 Supp.), and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

### **SECTION V**

#### **Duties and Responsibilities of District**

District agrees, covenants and contracts to:

1. Compensate the Tax Collector for actual collection costs incurred pursuant to Section 197.3632(8)(c), Florida Statutes, and 12D-18.004(2), Florida Administrative Code.
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the "Assessments" by the Tax Collector under the uniform

methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by District pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. The Tax Collector shall collect from District all costs associated with the collection of the non-ad valorem special assessments for each year. Current estimated annual collection cost is \$1.50 per parcel and is subject to change based upon actual expenditures.
5. District shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
6. District has elected to engage the services of the Property Appraiser to serve as agent of District to specifically list, extend, prepare and submit the non-ad valorem assessment rolls of District to the Tax Collector on an annual basis at the same time that the regular ad valorem roll is certified to the Tax Collector on compatible electronic medium as defined in Section 197.3632(1)(f), Florida Statutes; designated by the property identification number, the Bonita Landing Community Development District, non-ad valorem special assessment rolls.
7. District agrees to abide by and implement its duties under the uniform law pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
8. District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including District's "Assessments" and that it is the sole responsibility and duty of District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the "Assessments".
9. To the extent permitted by law (Section 768.28, Florida Statutes), District shall indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector regarding the imposition, levy, roll preparation and certification of the "Assessments"; District shall pay for or reimburse Tax Collector for fees for legal services rendered to Tax Collector with regard to any such legal action.

## SECTION VI

### **Duties of the Tax Collector**

1. The Tax Collector shall include the non-ad valorem special assessments on the combined notice of taxes, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the Lee County Political Subdivision, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by District, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. Tax Collector shall collect the “Assessments” of District as certified by the duly authorized District representative, to the Property Appraiser no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408, and free of errors and omissions.
3. The Tax Collector shall disburse funds due to District hereunder in accordance with the provisions of F.S. 197.383, as amended from time to time. All costs associated with the collection of the non-ad valorem special assessments shall be deducted from the second and third distributions prior to remittance of the proceeds to District.
4. The Tax Collector agrees to cooperate with District in implementation of the uniform methodology for collecting “Assessments” pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the “Assessments” of District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
5. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request District to file a corrected roll or a correction of the amount of any assessment and District shall bear the cost of any such error or omission.
6. If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax

Collector shall either mail a separate notice of the particular non-ad valorem special assessment (“Assessment”) or shall direct District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, and all such costs shall be deducted from the second and third distributions prior to remittance of the proceeds to District.

## SECTION VII

### **Good Faith, Severability, Governing Law and Notice**

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.
3. This Agreement shall be governed by the laws of the State of Florida.
4. Written notice shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

- a. As to Tax Collector:

Larry D. Hart  
Lee County Tax Collector  
2480 Thompson Street  
Fort Myers, FL 33901

- b. As to District:

Bonita Landing Community Development District  
300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST

LEE COUNTY TAX COLLECTOR

\_\_\_\_\_

By: \_\_\_\_\_  
Larry D. Hart

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

LEGAL REVIEW

\_\_\_\_\_

Name:  
Title:

As authorized for execution by \_\_\_\_\_ at its \_\_\_\_\_, 2017, regular meeting.

**BONITA LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2016**

**BONITA LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2016**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 2,624	\$ -	\$ -	\$ 2,624
Investments				
Reserve	-	56,497	-	56,497
Construction	-	-	638,860	638,860
Cost of issuance	-	22,239	-	22,239
Capitalized interest	-	99,073	-	99,073
Undeposited funds	5,936	-	-	5,936
Interest receivable	-	67	818	885
Due from Developer	5,124	-	-	5,124
Total assets	<u>\$ 13,684</u>	<u>\$ 177,876</u>	<u>\$ 639,678</u>	<u>\$ 831,238</u>
<b>LIABILITIES</b>				
Accounts payable	\$ 11,009	\$ -	\$ -	\$ 11,009
Developer advance	2,500	-	-	2,500
Total liabilities	<u>13,509</u>	<u>-</u>	<u>-</u>	<u>13,509</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	5,124	-	-	5,124
Total deferred inflows of resources	<u>5,124</u>	<u>-</u>	<u>-</u>	<u>5,124</u>
<b>FUND BALANCES</b>				
Unassigned	(4,949)	-	-	(4,949)
Total fund balances	<u>(4,949)</u>	<u>177,876</u>	<u>639,678</u>	<u>812,605</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,684</u>	<u>\$ 177,876</u>	<u>\$ 639,678</u>	<u>\$ 831,238</u>

**BONITA LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2016**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Developer contribution	\$ 10,276	\$ 15,376	\$ 80,651	19%
Total revenues	<u>10,276</u>	<u>15,376</u>	<u>80,651</u>	19%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	975	2,730	5,000	55%
Engineering	-	-	5,000	0%
Audit	-	-	4,000	0%
Dissemination agent	-	-	1,000	0%
Trustee	-	-	5,000	0%
Postage	41	65	500	13%
Printing & reproduction	83	250	1,000	25%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	5,100	5,000	102%
Other current charges	25	142	700	20%
Website	-	-	750	0%
Mitigation maintenance & monitoring	-	-	3,026	0%
Total professional & administrative	<u>5,124</u>	<u>20,287</u>	<u>80,651</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	5,152	(4,911)	-	
Fund balances - beginning	(10,101)	(38)	-	
Fund balances - ending	<u>\$ (4,949)</u>	<u>\$ (4,949)</u>	<u>\$ -</u>	

**BONITA LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2016 BONDS  
FOR THE PERIOD ENDED DECEMBER 31, 2016**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 88	\$ 119
Total revenues	88	119
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	13,206	13,206
Coist of issuance	-	209,037
Total debt service	13,206	222,243
Excess/(deficiency) of revenues over/(under) expenditures	(13,118)	(222,124)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	400,000
Total other financing sources	-	400,000
Net change in fund balances	(13,118)	177,876
Fund balances - beginning	190,994	-
Fund balances - ending	\$ 177,876	\$ 177,876

**BONITA LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2016 BONDS  
FOR THE PERIOD ENDED DECEMBER 31, 2016**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 818	\$ 1,295
Total revenues	818	1,295
<b>EXPENDITURES</b>		
Capital outlay	-	1,211,617
Total expenditures	-	1,211,617
Excess/(deficiency) of revenues over/(under) expenditures	818	(1,210,322)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	1,850,000
Total other financing sources/(uses)	-	1,850,000
Net change in fund balances	818	639,678
Fund balances - beginning	638,860	-
Fund balances - ending	\$ 639,678	\$ 639,678

1 **MINUTES OF MEETING**  
2 **BONITA LANDING**  
3 **COMMUNITY DEVELOPMENT DISTRICT**  
4

5 A Regular Meeting of the Board of Supervisors of the Bonita Landing Community  
6 Development District was held on **Monday, January 9, 2017, at 1:30 p.m.**, at the offices of  
7 **Lennar Homes, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.**  
8

9 **Present at the meeting were:**

10  
11 Russell Smith Chair  
12 Terrence Dolan Vice Chair  
13 Ashley Kingston Assistant Secretary  
14 Dalton Drake Assistant Secretary  
15

16 **Also present were:**

17  
18 Chuck Adams District Manager  
19 Greg Urbancic District Counsel  
20 Dave Underhill District Engineer  
21

22  
23 **FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

24  
25 Mr. Adams called the meeting to order at 1:38 p.m., and noted, for the record, that  
26 Supervisors Smith, Dolan, Kingston and Drake were present, in person. Supervisor Negip was  
27 not present.  
28

29 **SECOND ORDER OF BUSINESS**

**Public Comments**

30  
31 There being no public comments, the next item followed.  
32

33 **THIRD ORDER OF BUSINESS**

**Audit Committee's Ranking of Responses  
to RFP for Annual Audit Services**

34  
35  
36 **A. Affidavit of Publication**

37 The affidavit of publication was provided for informational purposes.

38 **B. Respondents**

- 39 **i. Berger, Toombs, Elan, Gaines & Frank**  
40 **ii. Carr, Riggs & Ingram, LLC**  
41 **iii. Grau & Associates**

42 **iv. Phillips Harvey Group**

43 Mr. Adams stated that four firms responded to the Request for Proposals (RFP).

44 **C. Ranking**

45 Mr. Adams indicated that the Audit Committee completed their ranking forms prior to the  
46 meeting.

47 **D. Recommendation of Award of Contract**

48 Mr. Adams stated that Grau & Associates was ranked number one.  
49

50 **FOURTH ORDER OF BUSINESS**

**Consideration of Audit Committee's  
Recommendation for Award of Contract**

51  
52  
53 • **Authorization to Negotiate with Number-One Ranked Firm**

54 Mr. Adams asked the Board to consider acceptance of the Audit Committee's  
55 recommendation, ranking the number-one firm as Grau & Associates and authorizing Staff to  
56 finalize engagement.

57  
58 **On MOTION by Mr. Dolan and seconded by Mr. Smith, with**  
59 **all in favor, the Audit Committee's recommendation to award**  
60 **the contract to Grau & Associates and authorizing Staff to**  
61 **finalize engagement, were approved.**

62  
63  
64 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of November 30, 2016**

65  
66  
67 Mr. Adams presented the Unaudited Financial Statements as of November 30, 2016.

68 Mr. Adams stated that activity was limited in the first few months of the new fiscal year.  
69 Expenditures and revenues were within budget. The District was Developer-funded, meaning, as  
70 expenses are incurred, reimbursements would be requested from the Developer. With regard to  
71 the Debt Service fund, bonds were issued and the CDD completed its first requisition. \$1.2  
72 million of the Construction fund was expended, resulting in a remaining balance of just under  
73 \$640,000, which should be absorbed by another requisition, later in Fiscal Year 2017.  
74

75 **SIXTH ORDER OF BUSINESS**

**Approval of Minutes**

76  
77 **A. November 14, 2016 Regular Meeting**

78 Mr. Adams presented the November 14, 2016 Regular Meeting Minutes and asked for  
79 any additions, deletions or corrections.

80

81 **On MOTION by Mr. Smith and seconded by Ms. Kingston,**  
82 **with all in favor, the November 14, 2016 Regular Meeting**  
83 **Minutes, as presented, were approved.**

84

85

86 **B. November 28, 2016 Continued Meeting**

87 Mr. Adams presented the November 28, 2016 Continued Meeting Minutes and asked for  
88 any additions, deletions or corrections.

89

90 **On MOTION by Mr. Dolan and seconded by Mr. Drake, with**  
91 **all in favor, the November 28, 2016 Continued Meeting**  
92 **Minutes, as presented, were approved.**

93

94

95 **SEVENTH ORDER OF BUSINESS**

**Staff Reports**

96

97 **A. District Counsel**

98 There being no report, the next item followed.

99 **B. District Engineer**

100 There being no report, the next item followed.

101 **C. District Manager**

102 **i. NEXT MEETING DATE: February 13, 2017 at 1:30 P.M.**

103 Mr. Adams stated that the next meeting will be held on February 13, 2017 at 1:30 p.m., at  
104 this location.

105

106 **EIGHTH ORDER OF BUSINESS**

**Adjournment**

107

108 There being nothing further to discuss, the meeting adjourned.

109

110 **On MOTION by Mr. Drake and seconded by Ms. Kingston,**  
111 **with all in favor, the meeting adjourned at 1:44 p.m.**

112

113

114  
115  
116  
117  
118  
119  
120  
121  
122

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Secretary/Assistant Secretary

---

Chair/Vice Chair

DRAFT