

# Park Creek Community Development District

Ryan Watkins, Chairman

Vinoo Naidu, Vice Chairman

Mike Lawson, Assistant Secretary

Doug Draper, Assistant Secretary

Dustin Cooper, Assistant Secretary

March 25, 2021



# Park Creek Community Development District

# Seat 4: – VC – Vinoo Naidu Seat 1: – AS – Mike Lawson Seat 2: – AS – Doug Draper Seat 3: – AS – Dustin Cooper

Seat 5: - C - Ryan Watkins

# <u>Agenda</u>

Thursday March 25, 2021 6:00 p.m. Fairfield Inn & Suites 10743 Big Bend Road Riverview, FL 33579

Zoom Link: <a href="https://zoom.us/j/94381570660">https://zoom.us/j/94381570660</a>

Meeting ID: 943 8157 0660

Passcode: 091628

# **Board of Supervisors Meeting**

- I. Roll Call
- II. Supervisors Requests & Audience Comments on Specific Items on the Agenda (Audience Comments Limited to 3 Minutes per Person)
- III. Approval of Minutes of the February 18, 2021 Meeting
- IV. Ratification of GMS Agreement to Provide District Management Services
- V. Consideration of Resolution 2021-04 Designating Employees of the New District Management Company as Officers of the District
- VI. Consideration of Resolution 2021-05 Designating Employees of the New District Management Company as Authorized Officers for the District Accounts
- VII. Discussion of Transfer of Records from DPFG
- VIII. Discussion of Changing Financial Institutions
- IX. Staff Reports
  - A. Attorney
  - B. District Engineer
  - C. District Manager
- X. Financial Reports
- XI. Supervisors Requests and General Audience Comments

- XII. Next Board Meetings are Scheduled for April 8, 2021 at Location TBD
- XIII. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <a href="mailto:parkcreekcdd.org">parkcreekcdd.org</a>



1	MINUTES OF MEETING							
2	PARK CREEK							
3	COMMUNITY DEVELOPMENT DISTRICT							
4 5 6	The Regular Meeting of the Board of Supervisors of the Park Creek Community Development District was held on Thursday, February 18, 2021 at 6:00 p.m. at the Fairfield Inn & Suites Tampa Riverview, 10743 Big Bend Road, Riverview, FL 33579.							
7	FIRST ORDER OF BUSINESS – Roll Call							
8	Ms. Elliott-Moore called the meeting to order and conducted roll call.							
9	Present and constituting a quorum were:							
10 11 12 13	Ryan Watkins Vinoo Naidu Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary							
14	Also present were:							
15 16 17	Tonya Elliott-Moore District Manager, DPFG Management & Consulting Larry Krause DPFG Management & Consulting Dana Collier District Counsel, Straley Robin Vericker							
18 19	The following is a summary of the discussions and actions taken at the February 18, 2021 Park Creek CDD Board of Supervisors Regular Meeting.							
20	SECOND ORDER OF BUSINESS – Audience Comments							
21 22 23 24 25	A resident asked whether individual exhibits were available to the public, and Ms. Elliott-Moore advised that these would be made available upon request. The resident asked whether exhibits and minutes could be uploaded and provided on the website readily, and Ms. Elliott-Moore advised as to ADA requirements for any materials published to District sites. The Board suggested that the "materials available upon request" advisory be made more prominent in the future.							
26	THIRD ORDER OF BUSINESS – Consent Agenda							
27	A. Approval of the January 14, 2021 Regular Meeting Minutes							
28	B. Acceptance of the December 2020 Unaudited Financial Report							
29 30	On a MOTION by Mr. Watkins, SECONDED by Mr. Naidu, WITH ALL IN FAVOR, the Board approved the ratification of Items A & B of the Consent Agenda for the Park Creek Community Development District.							
31	FOURTH ORDER OF BUSINESS – Business Matters							
32	A. Exhibit 1: Presentation of District Management Firms							
33	• GMS – Tampa, LLC							
34	• Inframark							
35	Rizzetta & Company							
36 37 38 39 40	Ms. Elliott-Moore advised that DPFG's final day of services would be March 14. Each company representative provided a presentation of services and an overview of their personal experience, with a question-and-answer section with the Board. The Board separately discussed each company and their perceived level of care, with Mr. Naidu recounting each company's visits to the District and amenity center.							

Park Creek CDD February 18, 2021

Regular Meeting Page 2 of 3

- 41 On a MOTION by Mr. Watkins, SECONDED by Mr. Cooper, WITH ALL IN FAVOR, the Board approved
- 42 moving forward with GMS Tampa, LLC for District Management services, directing Mr. Naidu and Ms.
- 43 Collier to negotiate the contract with the vendor, for the Park Creek Community Development District.

#### FIFTH ORDER OF BUSINESS – Administrative Matters

- 45 A. Ratify POs and contracts #127, 129-130
- Mr. Watkins asked whether the sign item was supposed to be under the HOA's purview, and Ms. Elliott-Moore advised that the sign was an advisory in the right-of-way, and unrelated to enforcement.
- On a MOTION by Mr. Naidu, SECONDED by Mr. Cooper, WITH ALL IN FAVOR, the Board approved the ratification of PO's and Contracts for the Park Creek Community Development District.
  - B. Exhibit 2: Ratify E-Verify Enrollment Memorandum of Understanding
- Ms. Collier advised that District Management had prepared and filed the documents for the District's enrollment in E-Verify, and that this item was for ratification of that action.
- On a MOTION by Mr. Watkins, SECONDED by Mr. Naidu, WITH ALL IN FAVOR, the Board approved the ratification of the E-Verify Park Creek Community Development District.

## 56 SIXTH ORDER OF BUSINESS – Staff Reports

A. District Manager

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- Ms. Elliott-Moore noted that a field report had been provided, and that quotes for the trail would be gathered and provided to the incoming District Management company. Discussion ensued. Ms. Elliott-Moore additionally noted that she would be compiling a list of current and ongoing projects.
- B. District Counsel
- There being none, the next item followed.
- 63 C. District Engineer
- There being none, the next item followed.

### 65 SEVENTH ORDER OF BUSINESS – Audience Comments - New Business

There being none, the next item followed.

## **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

Mr. Naidu suggested that the District look into installing a community sign to advertise CDD meetings, additionally suggesting that the cost could be shared with the HOA allowing for them to advertise HOA meetings as well. Ms. Elliott-Moore advised that the sign would need to be installed in a CDD right-of-way, and requested for Mr. Naidu to send his location preference.

# NINTH ORDER OF BUSINESS – Adjournment

Ms. Elliott-Moore asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Watkins made a motion to adjourn the meeting.

On a MOTION by Mr. Watkins, SECONDED by Mr. Naidu, WITH ALL IN FAVOR, the Board adjourned the meeting for the Park Creek Community Development District.

Park Creek CDD February 18, 2021
Regular Meeting Page **3** of **3** 

77 78 79	*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.						
80 81 82	Meeting minutes were approved at a meeting by weeting held on	vote of the Board of Supervisors at a publicly noticed					
	Signature	Signature					
83							
	Printed Name	Printed Name					
84	Title:   Secretary   Assistant Secretary	Title:   Chairman   Vice Chairman					



# AGREEMENT FOR DISTRICT AND AMENITY MANAGEMENT SERVICES ("Agreement")

Date of Agreement: February \_\_\_\_\_, 2021.

Between: Governmental Management Services - Tampa, LLC, a Florida limited

liability company

(Hereinafter referred to as "Manager");

And: Park Creek Community Development District

A local unit of special purpose government located in

Hillsborough County, Florida

(Hereinafter referred to as "District").

# GENERAL MANAGEMENT, ADMINISTRATIVE, ACCOUNTING, OPERATIONS SERVICES

This engagement is for the Manager to provide District Services for the District. The duties and responsibilities are detailed in **Exhibit A** – the Scope of Services for District Management Services from the District's Request for Proposals and **Exhibit B** – Managers proposal for District. Effective date of this Agreement is March 15, 2021.

## FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit B. Payment shall be made in equal monthly installments at the beginning of each month and may be amended from time to time as evidenced by the budget approved by the Board.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The price will remain fixed for the first three years; however, after the first three years, the District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

# DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District.

## TERMINATION OF THIS AGREEMENT

This Agreement may be terminated as follows:

- 1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
- 2. By the Manager or District, for any reason, without cause, upon delivery of 60 days advance written notice.

In the event this Agreement is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt, or by email to the affected party, with confirmed delivery receipt, delivered prior to 5:00 p.m. on any regular day of business. Email received after 5:00 p.m. shall constitute delivery on the next regular business day.

If sent to the District, notice shall be to:

Park Creek Community Development District 18842 North Dale Mabry Highway Lutz, Florida 33548 Attn: Chair of the Board of Supervisors

With a copy to:

Straley Robin Vericker 1510 W. Cleveland Street Tampa, Florida 33606 Attn: Dana Crosby Collier DCollier@srylegal.com

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Tampa, LLC 18842 North Dale Mabry Highway Lutz, Florida 33548 Attn: Jason Greenwood Jgreenwood@gmstnn.com

# GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.

- 2. Any amendment or change to this Agreement shall be in writing and executed by all parties.
- 3. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Agreement by the Manager, without the written approval of the District.
- 4. Nothing contained 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, 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.
- 5. Manager shall provide and maintain the following minimum amounts of insurance coverage at all times subsequent to the execution of this Agreement:
  - a. General liability with an aggregate limit of \$1,000,000.00.
  - b. Professional liability with an aggregate limit of \$1,000,000.00.
  - c. Workers compensation insurance as required by Florida law.
- 6. Manager shall indemnify the District for any and all losses, liabilities, damages, costs, court costs and expenses, including attorney's fees, alleged or that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or caused by any negligent acts or willful misconduct of Manager or any of its employees or agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which Manager or the District may be entitled and shall continue after Manager has ceased to be engaged under this Agreement.
- 7. The Manager is and shall remain at all times an independent contractor. Neither the Manager nor employees of the Manager, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture, express or implied, between the District and the Manager. The Manager has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District. The Manager shall not have the authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent or in any other capacity, unless duly authorized by the Board of Supervisors of the District.
- 8. Pursuant to Section 448.095(2), Florida Statutes, the Manager, on behalf of itself and its subcontractors, hereby warrants that it is in compliance with all federal immigration laws and regulations applicable to their employees, and will remain in compliance throughout the term of this Agreement, including without limitation registering with and using the

United States Department of Homeland Security's "E-Verify System" to verify the work authorization status of all employees hired after January 1, 2021. The Manager shall cause the District register for the E-Verify System and maintain the District's registration for all newly hired employees. Notwithstanding the provisions of Section 4.0 above, if the District has a good faith belief that the Manager has knowingly violated Section 448.095(2), Florida Statutes, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor knowingly violated the statute, but the Contractor has otherwise complied with its obligations thereunder, the District shall promptly notify the Manager and Manager shall immediately terminate the contract with subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

- 9. This Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. The venue for any legal action necessary to enforce this Agreement will be in Hillsborough County, Florida.
- 10. In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs.
- 11. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section shall survive the termination of this Agreement.
- 12. Manager acknowledges that it will serve as the designated public records custodian for the District and agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records.
- 13. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 14. This Agreement shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein. In the event of any conflict between the provisions of this Agreement and the attached exhibits, this Agreement shall be controlling.

Approved by:

Park Creek Community Development District

Approved by:	Park Creek Community Development District
Secretary/Assistant Secretary	Chair of the Board of Supervisors
Witness	Governmental Management Services - Tampa, LLC.  Darrin Mossing, President

## EXHIBIT "A"

#### SCOPE OF SERVICES FOR DISTRICT MANAGEMENT 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 will be completed on a timely basis in accordance with the District activities and statutory requirements. Services will be billed at an annual fee which shall be payable in equal monthly installments at the beginning of each month.

# **GENERAL SERVICES**

# A. Meetings, Workshops, and Hearings

- 1. Organize, schedule, attend, conduct, prepare for, and produce minutes for all meetings, workshops, and hearings of the District.
- **2.** Serve as Secretary to the Board.
- **3.** All such meetings of the District shall be held at a suitable conference room located in Pasco County, within 8 miles from the District, to facilitate ease of attendance by the residents. The proposal for services shall <u>not</u> include a charge for use or rental of the meeting location or facilities. (Please identify on a separate attachment to your proposal any reimbursable expenses.)
- **4.** Coordinate the time, location, and all other necessary logistics (including providing conference call numbers or telephonic or virtual meeting technology).
- **5.** Send or publish notices for meeting, workshop, hearing, and election pursuant to Florida law
- **6.** 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. Develop and maintain a District website that complies with the provisions of section 189.069, Florida Statutes, and other information required by the Board of Supervisors. The website shall be up within sixty (60) days from the date the Consultant's start date. All agendas must be posted to the website at least seven (7) days prior to any Board meetings.
- **4.** Coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida law (and is on the website for the required duration of time) and includes any additional information or materials requested by the Board.
- **5.** Consult with and advise the Board on policies, services, and responsibilities of the District and implement the Board's policies and direction.
- **6.** Make recommendations and assist in matters relating to solicitation (including but not limited to 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.
- 7. Monitor certificates of insurance as needed per contracts.
- **8.** Prepare and follow risk management policies and procedures.

- **9.** 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.
- **10.** Process and assist in investigation of insurance claims, in coordination with District Counsel.
- 11. Negotiate on behalf of the District (when specifically authorized by the Board) with governmental entities, vendors, contractors, residents, insurance representatives, and other parties.
- **12.** Prepare, on or before October 1st of every year, an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- **13.** 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):
  - **i.** File the name and location of the Registered Agent and Registered Office location annually with Department of Economic Opportunity and the County.
  - ii. Provide the regular meeting schedule of the Board to the 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 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.
- **14.** Perform all services required under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes, and all other applicable Federal, state and local laws for the management of a community development district.
- **15.** Perform additional services which may, from time to time, be requested by the District.

## 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).
- **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.

# D. Budgeting

- 1. Prepare and provide for a proposed budget for Board approval and submission to the 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 necessary.

# 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. Coordinating annual arbitrage report as required;
  - **ii.** Transmitting the Annual Audit, budget, and other required information to the trustee and other parties as required; and
  - iii. Completing 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 local government in which the District is located and include meeting minutes, resolutions, and other records required by law; 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, Florida Statutes.
- **3.** Serve as the District's designated custodian of all public records of the District and comply or coordinate the compliance of the responsibilities imposed by Chapter 119, Florida Statutes. For example:
  - i. Protecting the integrity, confidentiality, or exemption of all public records;
  - ii. Responding to public records requests in a timely, professional, and efficient manner; and
  - iii. Recommending 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. Field Operations Services

- 1. Individual with licenses, certifications, or significant experience shall assist the Board with evaluating its landscaping, aquatic and stormwater ponds, or other common areas.
- 2. Perform monthly inspections of District property and maintenance responsibilities.
- 3. Provide monthly inspection reports with pictures, analysis, and recommendations.
- 4. Notify District vendors about deficiencies in service.
- **5.** Monitor District vendors' progress in remedial work and provide the Board with a progress report.

- **6.** Provide input to the District Manager for annual budgetary consideration.
- 7. Obtain proposals for various projects.
- **8.** Assist in drafting competitive procurement packages (such as instructions to proposers and scope of services) and conduct pre-application meetings with interested proposers.

# **FINANCING SERVICES:**

- 1. Fees for bond financing services will be negotiated at the time such services are defined and requested. Typically, these fees will be billed on a lump sum basis and deferred until no later than the closing or refunding of the Bonds at which time all unpaid fees and expenses will be due and payable. Fees and expenses paid for these services are fully reimbursable/payable from Bond proceeds; and
- 2. Assessment roll services for preparation and certification of the assessment roll. This fee will be included in the monthly fee.

# **LANDSCAPE INSPECTION SERVICES:**

- 1. Perform grounds inspections.
- 2. Provide the District and the Board monthly written grounds inspection reports.
- 3. Notify maintenance contractors about deficiencies in service or need for additional care.
- 4. Monitor maintenance contractors progress in remedial work and provide the District and the Board with a report of the progress achieved.
- 5. Provide input to the District Manager for Annual Budgetary Consideration.
- 6. Obtain bids or proposals for various landscape projects.
- 7. Provide for complete landscape bid packages to include, site plan, and complete scope of service
- 8. Additional services may be performed upon agreement of the Board and Manager.
- 9. Provide a monthly landscape inspection report for inclusion in the Board meeting agenda packet.

## SCOPE OF SERVICES FOR AMENITY MANAGEMENT SERVICES

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 amenity facilities and recreational areas. The successful vendor will provide professional management and oversight to perform the services outlined in the contract and will manage the personnel which includes, recruiting, hiring, training, oversight, and evaluation. Services will be billed at an annual fee which shall be payable in equal monthly installments at the beginning of each month.

# PROPERTY AND AMENITY MANAGEMENT:

The assigned personnel will be responsible for the following services, a detailed description of these services is provided below:

- 1. Responsible for assigning, tracking, and managing facility access keys.
- 2. Responsible for coordination of janitorial services.
- 3. Responsible for tracking, scheduling, and coordinating all facility rental activities and maintaining events calendar.
  - 4. Responsible for implementing operational rules for the amenity.
  - 5. First point of contact for afterhours emergencies, concerns, alarms, or incidents.
- 6. Perform routine administrative and facility maintenance duties to aid in resident satisfaction.
  - 7. Ensure that residents and visitors have a clean and sanitary amenity.

- 8. Complete routine walks through the amenities.
- 9. Prepare standard operating procedures to ensure daily cleaning of the amenities.
- 10. Ensure lighting, printing, cleaning supplies, and the use of Eco Friendly products.
- 11. Troubleshoot IT, A/C, Plumbing, pool issues, and other related amenity services, before calling for repairs.

# **BUDGET AND FINANCE:**

- 1. Responsible for adhering to the annual CDD operating budget.
- 2. Work with the District Manager in the annual budget preparation.
- 3. Responsible for approving all invoices and purchases for the amenity and recreational facilities within the approved budget.
  - 4. Submit approved invoices to the District Manager on a weekly basis.
  - 5. Resolve invoice disputes/problems with associated vendors.

# **COMMUNITY RELATIONS:**

- 1. Responsible for building and maintaining relationships with residents.
- 2. Primary resident contact for all major resident issues and concerns. Troubleshoot resident issues with the appropriate staff and/or District Manager employee. If issue resolution is delegated to another person/company, continue to monitor the issue until it has been completely resolved.
- 3. Responsible for providing input and feedback to the CDD on major issues pertaining to residents, staff, property, and facilities, vendor services, and community policies and procedures.
- 4. Meet with individual Board members and residents as requested.
- 5. Meet with the District Manager as needed to coordinate and implement Board of Supervisor requests and other community needs.
- 6. Maintain community relationships.
- 7. Facilitate Emergency Plans.
- 8. Document incidents and communicate with the District Manager and the Board.
- 9. Troubleshoot all community concerns with the District Manager.

## **POOL AREA:**

- 1. Arrange chairs in an organized presentable appearance.
- 2. Wipe chairs and tables down.
- 3. Empty all garbage receptacles.
- 4. Enforce the rules and regulations.
- 5. Skim pool for leaves.

## **WALKING TRAIL:**

- 1. Repair and maintain walking trail, keeping trail free of litter and debris.
- 2. Coordinate necessary trail improvements with District Manager.



# GMS

# **Governmental Management Services**

Serving Florida's New Communities

January 15, 2020

Park Creek Community Development District c / o Straley Robin Vericker, Attention: Dana Crosby Collier 1510 W. Cleveland Street, Tampa, Florida 33606

RE: GMS Proposal for District and Field Management Services

Dear Ms. Collier:

Governmental Management Services-Tampa, LLC (GMS) is pleased to provide for your review our Proposal associated with providing District and Field Management Services to the above referenced Community Development District (CDD). We believe the Proposal demonstrates that the assembled team of management, financial, and administrative professionals is extremely qualified to provide these services and meet time and budget requirements. We believe the information included in our proposal is sufficient to meet the requirements of the request.

GMS is a leader in the Community Development District (CDD) industry. We provide district management services to 150 CDD's across the State of Florida. Our approach, methodology, and philosophy towards providing these services reflect our commitment and ability to deliver comprehensive services that exceeds the expectations of our clients. We believe that our greatest strength is our ability to respond to individual client needs efficiently, effectively and professionally. Our approach to providing the services for each of the tasks described in this RFP is to fully understand them and provide them in a manner which meets all of the statutory requirements customized to the approach preferred by the Board of Supervisors.

We thank you for this opportunity to submit our proposal and would be happy to provide any additional information, if requested. Please feel free to contact me at (407) 841-5524, ext. 125 if you have any questions or need additional information.

Sincerely

**GMS** 

Darrin Mossing

President

Enclosure

Orlando 219 E. Livingston St. Orlando, FL 32801 Jacksonville 9655 Florida Mining Blvd. W Sulte 305 Jacksonville, FL 32257 St. Augustine 475 West Town Place Suite 114 St. Augustine, FL 32092 Ft. Lauderdale 5385 N. Nob Hill Rd Sunrise, FL 33351 Tampa 18842 N. Dale Mabry Hwy Knoxville 1001 Bradford Way Kingston, TN 37763



# PROPOSAL FOR DISTRICT AND FIELD MANAGEMENT SERVICES

PREPARED FOR

**SERVICES -**

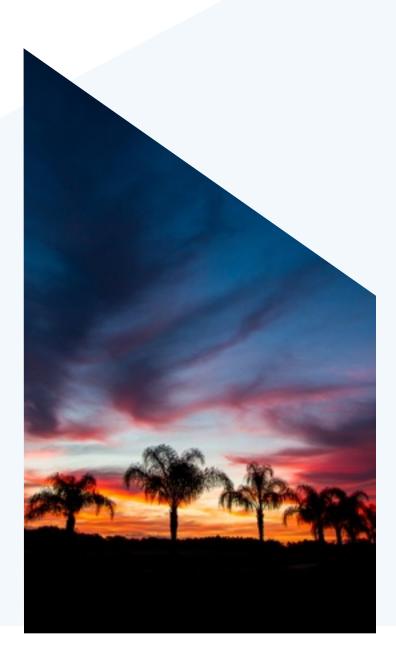
TAMPA LLC



# PARK CREEK COMMUNITY DEVELOPMENT DISTRICT

# TABLE OF

# CONTENTS



**COMPANY INFORMATION** 

3

**HOW WE WORK** 

4

**CONTACT INFORMATION** 

5

**FAMILY OF COMPANIES** 

6

**OUR TEAM** 

7

**SERVICES** 

8

**REFERENCES** 

12

**EXPERIENCE** 

**SUMMARY** 13

**COST OF** 

**SERVICES** 18

**EXHIBIT A - FEE SCHEDULE** 

19

# COMPANY INFORMATION

Governmental Management Services (GMS) is a family of limited liability companies that was established for the purpose of providing district management services to Special Taxing Districts. With encouragement from industry professionals and the development community, GMS was created to provide an alternative to the existing district management companies. GMS currently has offices in St. Cloud, Orlando, Tampa, Sunrise, Tallahassee, Port St. Lucie and St. Augustine, Florida, and Knoxville, Tennessee. Company personnel who would be providing services are generally determined by geography of the District and required services. However, everyone at GMS works together to provide the most efficient, effective and comprehensive management services GMS currently manages over possible. 150 Community Development Districts across the State of Florida and fully understands the requirements of Chapter 190.As described in Section 3, the personnel at GMS are very well known and respected by people involved with Community Development Districts. majority of personnel has worked with Investment Bankers, Bond Counsel, District Counsel, Engineers, Developers and Boards of Supervisors across the State of Florida. They have provided management, financial and administrative reporting

services to approximately 160 special taxing districts and homeowners associations.

GMS was established to provide the most efficient, effective and comprehensive management services for Special Taxing Districts in the State of Florida. Our greatest strength is our ability to respond to individual client needs quickly, efficiently and professionally.

"GMS was established to provide the most efficient, effective, and comprehensive management services for Community Development Districts in the State of Florida."

# HOW WE WORK

Established in 2004, Governmental Management Services has quickly grown to over 150 full time and part time employees and has offices across the State of Florida. Services are provided by seasoned professionals with well over 200 years of combined Community Development District management experience. Our commitment to serving our clients and providing the most efficient, effective and comprehensive management services for Community Development Districts continues to fuel our growth.

## Statement of Qualifications

GMS is the best qualified provider of district management services because of the experience of the personnel who will be providing the management services for the District. GMS brings a wealth of experience in the management, administrative, accounting and financial reporting and assessment certifications

GMS focuses exclusively on the services necessary for the proper management of Community Development Districts. Our staff includes managers, accountants, financial analysts, recording secretaries and operations managers all with experience with Community Development Districts and other special districts. We offer integrated management services including:

- General Management
- Recording Secretary Services
- Accounting and Financial Reporting
- Assessment Roll Administration
- Investment Management
- Operations Management
- Utility Billing
- Other Services

These management services are being provided by the principals of GMS to over 160 Community Development Districts across the State of Florida.

# CONTACT INFORMATION

Corporate Office: 1001 Bradford Way Kingston, TN 37763 govmgtsvc.com

GMS is prepared to provide all services directly and does not contemplate the need to subcontract services. Our personnel include special project coordinators with over 30 years of experience in the

construction industry and field

management.



# GMS -

# **Tampa**

18842 North Dale Mabry Highway Lutz, Florida 33548

# GMS - Central Florida

219 E. Livingston St. Orlando, FL 32801

9145 Narcoossee Rd. Ste. A-206 Orlando, FL 32827

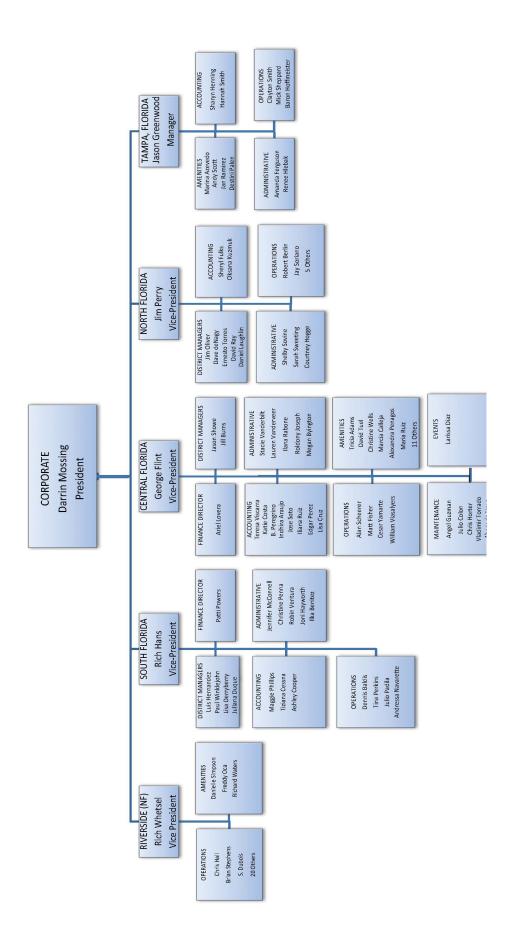
1408 Hamlin Avenue, Unit E St. Cloud, FL 34771 (407) 841-5524

# GMS - South Florida

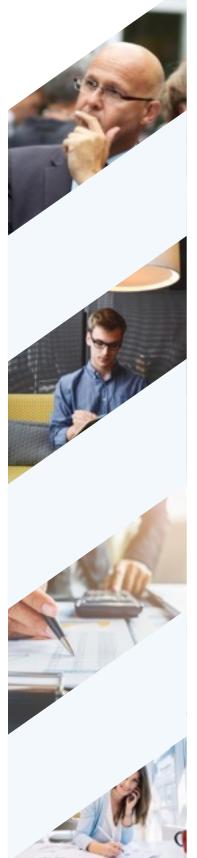
5385 Nob Hill Road Sunrise, FL 33351 (954) 721-8681

# GMS - North Florida

475 West Town Place, Suite 114 St. Augustine, FL 32092 (904) 940-5850







Although technology has tremendously impacted how services are provided for nearly every business today, GMS realizes an organization is only as good as the individuals working within it. If an organization is not able to retain hardworking, knowledgeable and dedicated employees that understand their client's needs, it is most certain to fail. It is for this reason that GMS has focused a significant effort on recruiting and retaining the best in the district management industry

## STATEMENT OF STAFF CONSISTENCY

The District Management Team proposed remains the same for the duration of the contracts. Any changes in the District Management Team will be discussed and approved by the Boards of Supervisors. Members of the management team have worked together for years, and there is complete trust and loyalty in their abilities to provide the most efficient, effective and professional management services possible. In addition, these types of long-term personal relationship among GMS staff are reassuring to our clients because personnel turnover in any organization is extremely detrimental to its ability to provide the necessary services.

"GMS realizes an organization is only as good as the individuals working within it."

## **EDUCATION**

Ohio University, 1988, Bachelor of Science, Major: Accounting

## **EXPERIENCE**

31 Years

- President and Founder – GMS Organization
- Corporate
   Operations and
   District
   Management

# DARRIN MOSSING PRESIDENT

Darrin Mossing is the President and Founder of the GMS organization. Mr. Mossing graduated from the Ohio University with a bachelor's degree in accounting in June 1988 and began his career as a staff accountant on September 1, 1988 for Indian Trace Community Development District. In November 2004, Mr. Mossing established the GMS organization, which has grown to over 160 CDDs, Homeowners Association and other Special Taxing Districts

across the State of Florida.

# EDUCATION

B.A., Business, Finance, Marketing minor, Ashford University

MBA, specialization in Finance, Lynn University

### **EXPERIENCE**

4 Years

- DistrictManagement
- Assessment Roll Administration

# JASON GREENWOOD DISTRICT

MANAGER

Mr. Mossing will be assisted by Jason Greenwood. Mr. Greenwood provides management services and assessment roll administration to CDDs and property owners association throughout the State of Florida. Mr. Greenwood has been committed to GMS since 2017, is a licensed Community Association Manager and operates out of the Tampa, Florida office. Mr. Greenwood has BA degrees in Business and Finance with a minor in Marketing from Ashford University in Clinton, Iowa, and an MBA in Business Administration, specialization in Finance, from Lynn University in Boca Raton, Florida.

# ADMINISTRATIVE SERVICES

Amanda Ferguson will prepare agenda packages, meeting notices, public records administration, statutory compliance and various other required administrative services. She is an Administration Management Professional, who has been committed to GMS since establishment in 2004. Mrs. Ferguson has performed various functions in her 15+ years with GMS; including amenity center management at premier North Florida communities, contract compliance, managing programs and special events, lifeguard management and transcription of board meetings. Mrs. Ferguson currently provides transcription and administrative services to 11 Community Development Districts in the Central Florida Region.

# THE FOLLOWING ADMINISTRATIVE SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:

• Prepare agenda packages for transmittal to Board of Supervisors and staff seven days prior to Board of Supervisors' Meeting.

Provide minutes for all Board of Supervisors' Meetings, including landowners meetings

• Ensure compliance with all administrative statutes affecting the District which include but are not limited to:

• Publish and circulate annual meeting notice.

 Report annually the number of registered voters in the District by June 1 of each year.

 Maintain "Record of Proceedings" for the District within the County that the District is located which includes meeting minutes, agreements, resolutions and other required records.

 Transmit Registered Agent information to DCA and local governing authorities.

 File Ordinance or Rule establishing the District to DCA within 30 Days after creation.



# **ACCOUNTING**

Sharyn Henning manages the accounting and financial reporting for our clients. She is a Certified Public Accountant with over 15 years of accounting and financial reporting experience with Community Development Districts across the State of Florida. Ms. Henning's experience includes financial statement preparation, payroll,

# **EDUCATION**

Bachelor's in Accounting & Information Management, University of Tennessee-Knoxville Masters in Business Management & Accounting, King University

#### **EXPERIENCE**

8 Years

budget preparation, preparation of annual audit reports, statutory, and bond compliance. She has a Bachelors of Science Degree in Accounting from

Florida Atlantic University. Ms. Rosina currently serves as District Accountant to 20+ Community Development Districts in the state of Florida.

Hannah Smith has over 8 years of experience managing the accounting and financial reporting for our clients. Ms. Smith serves as District Accountant to 12+ Community Development Districts along with 5 other Home Owner's Associations. She has a Bachelor's Degree from the University of Tennessee - Knoxville in Accounting and Information Management and a Master's Degree from King University in Business Management and Accounting.

# THE FOLLOWING FINANCIAL SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, AND RULES AND REGULATIONS:

- Establish Governmental Fund Accounting
   System in accordance with the Uniform
   Accounting System prescribed by the Florida
   Department of Financial Services for
   Government Accounting. This system includes
   preparing monthly balance sheet and income
   statement(s) with budget to actual variances.
- Prepare accounts payable and present to Board of Supervisors for approval or ratification.
- Prepare annual budget for review and approval by the Board of Supervisors.
- Transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.

- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
  - Complete annual financial audit report within 9 months after the fiscal year end.
  - Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
- Prepare annual public depositor report.
- 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 to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District, which includes liability, property, workers' compensation, etc.

## **EDUCATION**

B.S. in Accounting, Florida Atlantic University

# **EXPERIENCE**

15 Years

- Accounting
- Financial Reporting

# FIELD MANAGEMENT SERVICES

GMS provides field management services to 30 Districts throughout Florida. Clayton Smith oversees field operations at several high-profile CDDs. He has a deep, and lengthy family history connected to CDD management, and has owned and operated his own maintenance company in the Central Florida area which carried out various undertakings, primarily for CDDs. He is a proud alumnus of the Florida State University. Baron Hoffmeister works as an Assistant Field Manager and provides contract administration services in addition to general field maintenance services for our various districts. Baron is an alumnus of the University of South Florida with a degree in Environmental Science and policy with a Minor in Geology. Mick Sheppard is our Field Maintenance Manager, overseeing maintenance projects and providing field maintenance services. Mick is equipped and capable of handling almost all CDD maintenance needs and specializes in maintenance projects specific to CDDs. Mick has a lengthy background in various maintenance services including but not limited to plumbing, HVAC repair, grounds maintenance, and property maintenance.

# FIELD SERVICES PROVIDED TO ENSURE THE PROPER OPERATION OF THE DISTRICTS INCLUDE:

- Administer and manage maintenance contracts for landscaping, water, wastewater and reuse systems management
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations
- Coordinate and implement maintenance projects throughout the community with vendors
- Conduct site visits (day and night time) to ensure satisfactory operation of the district and prepare a monthly report to the Board.
- Review and approve construction contracts, change orders, payment request, etc. during construction phase

# ASSESSMENT ROLL CERTIFICATIONS & ADMINISTRATION

Jason Showe and Darrin Mossing Jr. provide assessment administration services which includes certifying annual assessment rolls with the County Property Appraiser and Tax Collector, calculation of true-up payments, collection of prepaid assessments and preparation of necessary releases of lien. They are presently responsible for the preparation and execution of all CDD assessment rolls for the Central Florida and Tampa divisions.

# REFERENCES

GMS prides itself on the timely delivery of quality services to its clients. As a result, our clients as well as the other CDD industry professionals have come to recognize and appreciate the quality of the services we provide. GMS encourages its prospective clients to call our references and learn what other district supervisors, developers, attorneys, engineers and financial professionals are saying about us. The following table contains just a few of the clients and professionals that are pleased to serve as our references:

Robert Hornbeck Chair, Dupree Lakes CDD 6255 Dupree Lakes Blvd. Land O' Lakes, FL 34639 (813) 477-6745

boardmember2@dupresslakescdd.com

Cassandra Krause
Chair, Forest Brooke CDD
5019 Grist Mill Ct.
Wimauma, FL 33598
(813) 389-5312

seat4forestbrookecdd@gmail.com

Judi O'Connor Chair, Palms of Terra Ceia Bay CDD 82300 Terra Ceia Bay Blvd. Palmeto, FL 34221 (941) 545-1167

judichas@gmail.com

Shawna Winters
Assistant Secretary, Cypress Creek CDD
15592 Cypress Creek Blvd.
Ruskin, FL 33573
(704) 681-2366

shawnawinters6@gmail.com

GMS's current clients are listed in Table
2-1 on the following pages. Table 2-1
reflects a portion of the myriad of
services provided to
our clients.

Table 2-1. District Management Experience Summary

	District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/ Wastewater Utility	Operations Management/ Amenities
1	Aberdeen	St. Johns					
2	Academical Village	Broward					
3	Amelia Concourse	Nassau					
4	Amelia Walk	Nassau					
5	Anciote HOA	Pasco	8.*		13.5		
6	Antigua Of St. Augustine	St. Johns					
7	Arlington Ridge	Lake			1.0		
8	Armstrong	Miami-Dade					
9	Bannon Lakes	St. Johns	1.5				•
10	Bartram Park	Duval					
11	Bartram Springs	Duval	×.		0.0		
12	Bay Laurel Center	Marion					
13	Baytree	Brevard	1.5		(*)		
14	Baywinds	Miami-Dade					
15	Beacon Tradeport	Miami-Dade		3	1.20		
16	Bellagio	Miami-Dade					
17	Bella Collina	Lake			2.50		K*0
18	Bonita Village	Lee					
19	Bonnet Creek Resort	Orange	194				1.00
20	Brandy Creek	St. Johns					
21	Candler Hills	Marion	ं				
22	Canopy	Clay					
23	Capital Region	Leon					848
24	Centre Lake	Miami-Dade					
25	Central Lake	Lake					
26	ChampionsGate CDD	Osceola					
27	ChampionsGate POA	Osceola					
28	City of Coral Gables	Miami-Dade					
29	Coconut Cay	Miami-Dade					
30	Copper Creek	St. Lucie					
31	Copper Oaks	Lee			8.5		
32	Coral Bay	Broward					
33	Coral Keys Homes	Miami-Dade					
34	Creekside	St. Lucie					
35	Cypress Bluff	Duval					
36	Cypress Cove	Broward					
37	Cypress Creek	Hillsborough					
38	Deer Island	Lake					

	District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/ Wastewater Utility	Operations Management/ Amenities
39	Deer Run	Flagler			10.0		
40	Dowden West	Orange		*			
41	Downtown Doral	Miami-Dade		1.0			
42	Downtown Doral South	Miami-Dade					
43	Dunes	Flagler					
44	Dupree Lakes	Pasco					
45	Durbin Crossing	St. Johns					
46	East Homestead	Miami-Dade					
47	Eden Hills	Polk					
48	Enclave @ Black Point Marina	Miami-Dade					
49	Falcon Trace	Orange					
50	Fortebello HOA	Brevard					
51	Forest Brooke	Hillsborough					
52	Founders Ridge	Lake					
53	Gardens at Hammock Beach	Flagler					
54	Green Corridor	Multiple					
55	Hemingway Point	Broward					
56	Heritage Park	St. Johns					
57	Heron Isles	Nassau					
58	Highland Meadows II	Polk					
59	Highland Meadows West	Polk					
60	Hollywood Beach #1	Broward					
61	Homestead 50	Miami-Dade					
62	Indigo	Volusia					
63	Indigo East	Marion					
64	Interlaken	Broward					
65	Islands at Doral III	Miami-Dade					
66	Islands at Doral TH	Miami-Dade					
67	Isles of Bartram Park	St. Johns					
68	Lake Ashton I	Polk					
69	Lake Ashton II	Polk					
70	Lake Emma	Lake					
71	Lakeside Plantation	Sarasota					
72	Lakes by Bay South	Miami-Dade					
73	Landings at Miami	Miami-Dade					
74	Lucerne Park	Polk					
75	Mayfair	Brevard					
76	McJunkin at Parkland	Broward					

	District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/ Wastewater Utility	Operations Management/ Amenities
77	Meadow View at Twin Creeks	St. Johns					
78	Mediterranea	Palm Beach					
79	Middle Village	Clay					
80	Mirada	Lee					
81	Montecito	Brevard			- <		
82	Narcoossee	Orange					
83	Nob Hill Condo Association	Broward					
84	North Dade	Miami-Dade					
85	Northern Riverwalk	Palm Beach	•				
86	North Powerline Road	Polk					
87	North Springs Improvement Dist	Broward					
88	Oakridge	Broward					
89	Oleta River	Miami-Dade			•		
90	Old Palm	Palm Beach					
91	Orchid Grove	Broward					
92	Osceola County Housing Finance Authority	Osceola					
93	Palm Glades	Miami-Dade					
94	Palms of Terra Ceia Bay	Manatee					
95	Pine Air Lakes	Collier					
96	Pine Ridge Plantation	Clay					
97	Poinciana	Polk	*:		1 23		
98	Poinciana West	Polk					
99	Portofino Isles	St. Lucie					
100	Portofino Landings	St. Lucie					
101	Portofino Shores	St. Lucie					
102	Portofino Springs	Lee					
103	Portofino Vineyards	Lee					
104	Portofino Vista	Osceola					
105	Quall Roost	Miami-Dade					
106	Randal Park	Orange					
107	Randal Park POA	Orange					
108	Remington	Osceola					
109	Reserve	St. Lucie					
110	Reserve #2	St. Lucie					
111	Reunion East	Osceola					
112	Reunion West	Osceola					
113	Rhodine Road North	Polk					
114	Ridgewood Trails	Clay					

	District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/ Wastewater Utility	Operations Management/ Amenities
115	River Place	St. Lucie					
116	Rivers Edge	St. Johns					
117	Rivers Edge II	St. Johns					
118	Rolling Hills	Clay					
119	Rolling Oaks	Osceola					
120	Sabal Palm	Broward					
121	Saddle Creek	Polk					
122	Sampson Creek	St. Johns					
123	San Simeon	Miami-Dade					
124	Scenic Highway	Polk					
125	Shingle Creek	Osceola					
126	South Dade Venture	Miami-Dade					
127	South Kendall	Miami-Dade					
128	South Village	Clay					
129	Starkey Ranch HOA	Pasco					
130	Stoneybrook South	Osceola					
131	Stoneybrook South @ChampionsGate	Osceola					
132	Storey Creek	Osceola					
133	Storey Park	Orange					
134	Sweetwater Creek	St. Johns					
135	Tapestry	Osceola					
136	Tapestry HOA/POA	Osceola					
137	Tesoro	St. Lucie			1.		
138	TIFA, LLC	Brevard					
139	The Crossings at Fleming Island	Clay					
140	Three Rivers	Nassau					
141	Tison's Landing	Duval					
142	Tolomato	St. Johns					
143	Treeline Preserve	Lee					
144	Turnbull Creek	St. Johns					
145	Turtle Run	Broward					
146	Talis Park	Collier					
147	Tohoqua	Osceola					
148	Valencia Water Control District	Orange					
149	Verano Center	St. Lucie					
150	Verano #1	St. Lucie					
151	Verano #2	St. Lucie					
152	Verano #3	St. Lucie					

	District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/ Wastewater Utility	Operations Management/ Amenities
153	Verano #4	St. Lucie					
154	Verano #5	St. Lucie					
155	Viera East	Brevard	(*)				
156	Village of Biscayne Park	Miami-Dade					
157	Villages of Bloomingdale	Hillsborough					
158	VillaMar	Polk		50			
159	Villa Portofino East	Miami-Dade					
160	Villa Portofino West	Miami-Dade					
161	Vizcaya in Kendall	Miami-Dade					
162	Waterford Estates	Charlotte					
163	Waterstone	St. Lucie		*			
164	Westside	Osceola					
165	Willow Creek	Brevard					
166	Windsor at Westside	Osceola					
167	Windward	Osceola					
168	Wynnfield Lakes	Duval					







# COST OF SERVICES

# MANAGEMENT, ADMINISTRATIVE, FIELD AND ACCOUNTING SERVICES

Management, Administrative, Field and Accounting services, as described on pages 8-11, will be provided and detailed in Exhibit A, paid in equal monthly payments.

Reimbursable expenses such as copies, postage, courier services, printing and binding will be billed on a monthly basis. Management fees are invoiced at the beginning of each month and due within 30 days of invoice date. Subsequent management fees will be established based upon the adoption of annual operating budget, which will be adjusted to reflect ongoing level of services.

# ASSESSMENT ADMINISTRATION SERVICES

Assessment roll certification and administration, as described on page 11, are detailed in Exhibit A

# **DISCLOSURE/DISSEMINATION REPORTING SERVICES**

Bond disclosure services will be will be provided for a fixed annual fee detailed in Exhibit A

# OTHER SERVICES

Other services such as those listed below are available from GMS upon request. These services may or may not be applicable to the District, and a service package can be tailored to the District's specific needs.

•Website Creation (ADA-compliant): \$2,500 (one time)

•Website Administration: detailed in Exhibit A

•Bond Issuance: \$15,000

Assessment Methodology: \$15,000

•Bond Validation: \$2,500

•SERC Preparation: \$2,500

Estoppel Letter: \$150

•Lot Debt Paydown/Payoff Estoppel: \$150



(Admin. \$50/hr., Accountant \$75/hr., Assessment Administration \$100/hr., District Manager \$100/hr., CPA/Managing Director \$175/hr.

# Park Creek CDD

# District Management Fees

Task	Detail	FY2020	Pro	pposed FY2021	Ad	opted FY2021	GMS Fee
Task 1	Management Consulting	\$ 24,000	\$	24,000	\$	24,000	\$ 35,000
	Planning, Coordinating &						
Task 2	Contract Services	\$ 24,000	\$	24,000	\$	6,000	\$ -
Task 3	Administrative Services	\$ 5,500	\$	5,500	\$	5,500	Included
Task 4	Amenity Management	\$ 7,500	\$	6,000	\$	6,000	Included
Task 5	Website Administration	\$ 2,265	\$	1,650	\$	1,650	Included
Task 6	Dissemination Agent	\$ 6,500	\$	6,500	\$	6,500	Included
Task 7	Comprehesive Field Services	\$ 13,896	\$	13,896	\$	13,896	Included
Task 8	TOTAL	\$ 83,661	\$	81,546	\$	63,546	\$ 35,000

# SECTION V

#### **RESOLUTION 2021-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING EMPLOYEES OF THE NEW DISTRICT MANAGER AS OFFICERS OF THE DISTRICT; PROVIDING FOR THE EXPIRATION FOR PREVIOUS NON-BOARD MEMBER OFFICERS; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Park Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, the District is transitioning to Governmental Management Services – Tampa, LLC to serve as the District's new management company pursuant to an Agreement for District Management Services; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") desires to designate certain employees of the new District management company as non-Board member officers of the District to enable them to provide services to the District.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

- 1. <u>Incorporation of Recitals</u>. The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
- 2. <u>Designation of New District Officers</u>. The Board designates the following individuals to serve in the capacities described below:
  - a. Amanda Ferguson is appointed as Secretary
  - b. George Flint is appointed as an Assistant Secretary
  - c. Jason Greenwood is appointed as Assistant Secretary
  - d. Jason Greenwood is appointed as Treasurer
  - e. Sharyn Henning is appointed as an Assistant Treasurer
- 2. <u>Expiration of Previous Non-Board Member Officers</u>. All previous non-Board member officers will be automatically removed effective as of March 25, 2021.
- 3. <u>Conflicts.</u> All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- 4. **Effective Date**. This resolution shall become effective immediately upon its adoption.

Adopted on March 25, 2021.

Attest:	Park Creek
	<b>Community Development District</b>
Assistant Secretary	Chair of the Board of Supervisors



#### **RESOLUTION 2021-05**

A RESOLUTION OF THE PARK CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING EMPLOYEES OF THE NEW DISTRICT MANAGER AS AUTHORIZED OFFICERS FOR DISTRICT ACCOUNTS; PROVIDING FOR THE EXPIRATION FOR PREVIOUS AUTHORIZED OFFICERS FOR DISTRICT ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE;

**WHEREAS**, the Park Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, the District is transitioning to Governmental Management Services – Tampa, LLC to serve as the District's new management company pursuant to an Agreement for District Management Services;

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") adopted Resolution 2021-04 appointing certain employees of the new District management company as officers of the District to perform services on behalf of the District; and

WHEREAS, the Board desires to designate such authorized officers for the District's accounts.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD:

- 1. <u>Incorporation of Recitals</u>. The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
- 2. <u>Additional Authorized Officers for District Accounts.</u> As District officers, Jason Greenwood, Sharyn Henning, Amanda Ferguson, and George Flint, are authorized to administer the District's accounts, as soon as practical and effective immediately.
- 3. <u>Expiration for Previous Authorized Officers for District Accounts</u> All previous signers on the District's accounts will be automatically removed effective as of March 25, 2021.
- 4. <u>Conflicts</u>. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
- 5. **Effective Date**. This resolution shall become effective immediately upon its adoption.

Adopted on March 25, 2021.

Attest:	Park Creek Community Development District
	• •
Assistant Secretary	Chair of the Board of Supervisors