### Landings Community Development District

Agenda

May 19, 2023

# **AGENDA**

### Landings

### Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

May 12, 2023

Board of Supervisors Landings Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Landings Community Development District will be held on Friday, May 19, 2023 at 11:30 AM at the Hilton Garden Inn Palm Coast, 55 Town Center Blvd., Palm Coast, FL 32164. Following is the advance agenda for the meeting:

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the November 18, 2022 Board of Supervisors Meeting and Acceptance of the Minutes of the November 18, 2022 Landowners' Meeting
- 4. Consideration of Professional Engineering Agreement with England-Thims & Miller, Inc.
- 5. Consideration of Resolution 2023-07 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing
- 6. Appointment of Audit Committee and Chairman
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Requests #2 #5
    - iii. Presentation of Number of Registered Voters 0
- 8. Other Business
- 9. Supervisors Requests
- 10. Adjournment

#### **Audit Committee Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
- 4. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint District Manager

Enclosures

# BOARD OF SUPERVISORS MEETING

# **MINUTES**

# MINUTES OF MEETING LANDINGS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Landings Community Development District was held Friday, November 18, 2022 at 11:30 a.m. at The Hilton Garden Inn Palm Coast, 55 Town Center Blvd, Palm Coast, Florida.

#### Present and constituting a quorum were:

Jeffrey Douglas Chairman
David Root Vice Chairman
Walker Douglas Assistant Secretary
Toby Tobin Assistant Secretary

Also present were:

George Flint District Manager
Michael Chiumento, III District Counsel

Jeremy LeBrun GMS

#### FIRST ORDER OF BUSINESS

#### Roll Call

Mr. Flint called the meeting to order and called the roll. Four Board members were present constituting a quorum.

#### SECOND ORDER OF BUSINESS

#### **Public Comment Period**

Mr. Flint noted that there were no members of the public here to provide comment.

#### THIRD ORDER OF BUSNESS

#### **Organizational Matters**

#### A. Administration of Oaths of Office to Newly Elected Board Members

Mr. Flint administered the Oath of Office to the newly elected Board members. He noted that they should have received the Form 1 Statement of Financial Interests. He reminded the Board to file that within 30 days of today, if they haven't already.

### B. Consideration of Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint stated that Mr. Jeffrey Douglas had 205 votes, Mr. Walker Douglas had 205 votes, Mr. Toby Tobin had 204 votes, Mr. Greg Eckley had 204 votes, and Mr. David Root had 204 votes.

On MOTION by Mr. Root, seconded by Mr. Walker Douglas, with all in favor, Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

#### C. Election of Officers

Mr. Flint noted that after each election the Board was required to elect officers.

#### D. Consideration of Resolution 2023-02 Electing Officers

Mr. Flint noted that this resolution designated a Chair, Vice Chair, Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer. Mr. Walker Douglas stated that he would like to make a motion for Mr. Jeffrey Douglas to serve as Chairman, Mr. Root to serve as Vice Chairman, Mr. Walker, Mr. Toby, and Mr. Eckley to serve as Assistant Secretaries. Mr. Flint will be Secretary and Ms. Burns will be Treasurer.

On MOTION by Mr. Walker Douglas, seconded by Mr. Tobin, with all in favor, Resolution 2023-02 Designation Officers with Mr. Jeffrey Douglas as Chairman, Mr. Root as Vice Chairman, Mr. Walker, Mr. Toby, and Mr. Eckley as Assistant Secretaries, Mr. Flint as Secretary, and Ms. Jill Burns as Treasurer, was approved.

#### FOURTH ORDER OF BUSINESS

Approval of Minutes of the September 16, 2022 Organizational Meeting

Mr. Flint reviewed the minutes from the September 16, 2022 organizational meeting. He asked for any comments or corrections to those. Hearing none,

On MOTION by Mr. Walker Douglas, seconded by Mr. Root, with all in favor, the Minutes from the September 16, 2022 Organizational Meeting, was approved.

#### FIFTH ORDER OF BUSINESS

#### **Public Hearings**

#### A. Public Hearing on the Imposition of Special Assessments

#### i. Presentation of Engineer's Report

Mr. Flint stated that at the organizational meeting they reviewed the engineer's report and the Master Assessment Methodology as well as adopted two resolutions. One of the resolutions adopted declared their intent to levy assessments and the other one set today as the public hearing to actually levy them.

On MOTION by Mr. Jeffrey Douglas, seconded by Mr. Walker Douglas, with all in favor, the Engineer's Report, was approved.

#### ii. Presentation of Assessment Methodology

Mr. Flint stated that Table 1 showed the development program, which was 40' villas and 50' and 60' single family with a total of 399 units. He noted that they had assigned standard ERU factors to those. Table 2 showed the cost estimates taken from the Engineer's Report for the eligible improvements that could be funded by the District that totaled \$27,345,217. Table 3 was a very conservative bond sizing using conservative interest rates and parameters for purposes of their Master Assessment Methodology that resulted in a par amount of \$37,365,000. Table 4 and Table 5 demonstrated the allocation of benefit based on the improvement cost and par debt. Table 6 showed what the assessments by product type and by unit would be if they were to finance 100% of the improvements under the very conservative parameters that were in the bond sizing. Table 7 was the preliminary assessment roll, and they attached the legal description for the District, which showed 204.68 acres as Exhibit 'A'. He noted that they were basically setting a ceiling, so when they issue bonds, they have the maximum flexibility. He noted that when they go to the market based on the target assessments and interest rates, they would come back with a supplemental methodology that they would finalize after the bonds are issued. He explained that this did not obligate them to issue bonds. He noted that it was them just going through the public hearing process to be able to put themselves in a position to be able to do that later. Mr. Flint noted that they would open the public hearing. He asked for any public comment. Hearing none, he asked the Board for any questions on the methodology. Hearing none,

On MOTION by Mr. Root, seconded by Mr. Tobin, with all in favor, the Assessment Methodology, was approved.

#### iii. Consideration of Resolution 2023-03 Levying Special Assessments

Mr. Flint stated that this would put them in a position to be able to impose assessments once they issue the bonds. He added that the Engineer's Report and methodology were exhibits to this resolution.

On MOTION by Mr. Jeffrey Douglas, seconded by Mr. Walker Douglas, with all in favor, Resolution 2023-03 Levying Special Assessments, was approved.

Mr. Flint closed the assessment hearing.

## B. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments

i. Consideration of Resolution 2023-04 Expressing the District's Intent to Utilize the Uniform Method of Collection

Mr. Flint noted that this was the 197 hearing, and it allowed the District to use the tax bill as the collection method for their data and O&M assessments, which is called the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments. He noted that they set today as the date of the hearing, and they ran four notices in the paper four consecutive weeks as required by the statutes. He opened the public hearing. He asked for any public comments. Hearing none, he asked the Board for any questions on this resolution. Hearing none, he closed the Uniform Chapter 197 hearing.

On MOTION by Mr. Walker Douglas, seconded by Mr. Tobin, with all in favor, Resolution 2023-04 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

#### C. Public Hearing on the Adoption of District Rules of Procedure

i. Consideration of Resolution 2023-05 Adopting the Rules of Procedure

Mr. Flint stated that this public hearing was to adopt the rules of procedure for the District. He noted that at the organizational meeting, they were provided with the recommended form of those rules, which basically mirrors the statutes in most respects and addresses how they bid things out, conduct meetings, etc. He noted that they advertised the rule hearing 29 and 28 days in advance of today. He opened the hearing and noted that there was no public to provide comment, so they brought it back to the Board. He reviewed Resolution 2023-05 and asked the Board if they had any questions on this resolution. Mr. Root asked if these were standard from the other Districts that they were familiar with. Mr. Flint responded that was right and added that they were standard and likely very similar if not identical to the rules that they had seen in other CDDs. He noted that they were the same basic rules that they had on over 100 Districts in his office. He asked for any more questions on the rules or the resolution. Hearing none,

On MOTION by Mr. Jeffrey Douglas, seconded by Mr. Walker Douglas, with all in favor, Resolution 2023-05 Adopting the Rules of Procedure, was approved.

# D. Public Hearing on the Adoption of the Fiscal Year 2022 & Fiscal Year 2023 Budget i. Consideration of Resolution 2023-06 Adopting the District's Fiscal Year 2022 - Fiscal Year 2023 Budget and Appropriating Funds

Mr. Flint stated that they had Resolution 2023-06 in the agenda package for review. He noted that attached to the resolution was Exhibit 'A', the proposed budget. He explained that this was the standard administrative budget that didn't include any maintenance expenses at this point. He noted that 2022 was a prorated budget for September and October and 2023 was a full 12 months. He further explained that it contemplated in lieu of O&M assessments that they would operate under a Developer Funding Agreement. He stated that they approved the Funding Agreement at their last meeting. He noted that the developer would only be responsible for the actual cost, not the full amount of this. He explained that if the actual cost were less, that would be the exposer. He opened the public hearing and noted that there was no public comment. He brought it back to the Board asking for any questions on the resolution or the budgets. Hearing none,

On MOTION by Mr. Walker Douglas, seconded by Mr. Tobin, with all in favor, Resolution 2023-06 Adopting the District's Fiscal Year 2022 – Fiscal Year 2023 Budget and Appropriating Funds, was approved.

#### SIXTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Authorization

Mr. Flint stated that they hired England-Thims & Miller, Inc. as their interim District engineer and authorized them to issue an RFQ for engineering services per the CCNA act, which governs the bidding of engineering architectural services. He noted that they noticed an RFQ in the paper and received one response, which was from England-Thims & Miller, Inc. He noted that they had the option of rejecting and rebidding or they could accept their proposal and authorize them to bring back an agreement with ETM. The Board decided to accept the proposal from England-Thims & Miller, Inc.

On MOTION by Mr. Jeffrey Douglas, seconded by Mr. Root, with all in favor, Accepting the Proposal from England-Thims & Miller, Inc, for District Engineering Services and Authorization to Enter Negotiations with Number-One Ranked Firm, was approved.

SEVENTH ORDER OF BUSINESS

**Staff Reports** 

#### A. Attorney

Mr. Chiumento had no further reports.

#### B. Engineer

There being none, the next item followed.

#### C. District Manager's Report

Mr. Flint stated that he didn't have anything other than what they had already went through in the meeting.

#### EIGHTH ORDER OF BUSINESS

#### Other Business

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS

## Supervisors Requests and Audience Comments

Mr. Flint asked for any other Supervisor requests. A Board member asked when the next meeting was. Mr. Flint responded that it was December 16<sup>th</sup> at 11:30 a.m. The Board member asked if they needed to have that meeting. Mr. Flint responded likely not because they had taken care of all the public hearings that they had advertised, so if there was no business in December, they didn't need to hold that meeting. After discussion, they decided to keep the date and would touch base 10 days before and would notify the Board of their decision.

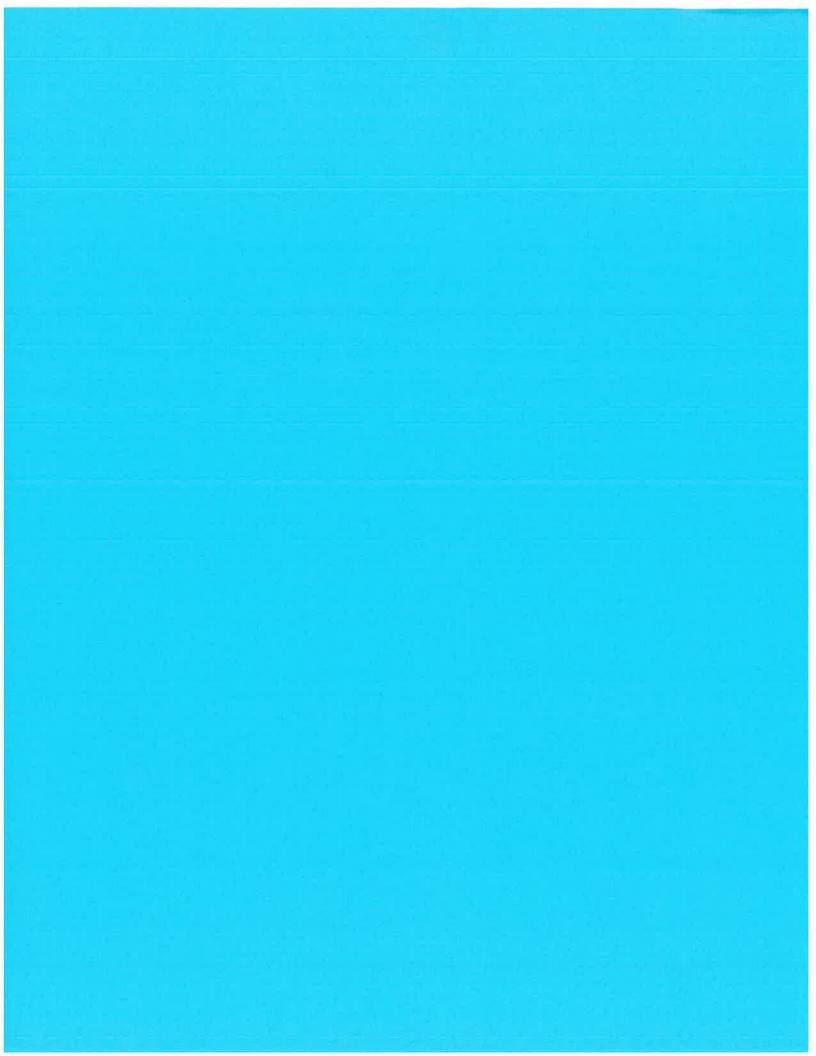
#### TENTH ORDER OF BUSINESS

#### Adjournment

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Tobin,	seconded by	Mr. Root,	with all in	ı favor,
the meeting was adjourned.				

Secretary/Assistant Secretary	Chairman/Vice Chairman	_



# MINUTES OF MEETING LANDINGS COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Landings Community Development District was held Friday, November 18, 2022 at 11:30 a.m. at the Hilton Garden Inn Palm Coast, 55 Town Center Blvd, Palm Coast, Florida.

#### Present were:

Jeffrey Douglas
David Root
Walker Douglas
Toby Tobin
George Flint
Michael Chiumento
Jeremy LeBrun

#### FIRST ORDER OF BUSINESS

#### **Determination of Number of Voting Units Represented**

Mr. Flint provided that the Landowner proxy from JT Grand Landings Development, LLC naming Mr. Jeffrey Douglas was in attendance as the proxy holder representing 204.68 acres or 205 votes. He noted that there were no other landowners represented.

#### SECOND ORDER OF BUSINESS

#### Call to Order

Mr. Flint noted that there were no members of the public here to provide comment.

#### THIRD ORDER OF BUSINESS

Election of Chairman for the Purpose of Conducting the Landowners' Meeting

Mr. Douglas designated Mr. Flint as the Chair to conduct the Landowners' meeting.

#### FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Mr. Flint reviewed that they had all five seats open. He reviewed the ballot from Mr. Jeffrey Douglas nominating Mr. Jeffrey Douglas, Mr. Walker Douglas, Mr. Toby Tobin, and Mr. Greg Eckley, and Mr. David Root. He asked for any other nominations. Hearing none, he closed the floor to nominations.

#### FIFTH ORDER OF BUSINESS

**Casting of Ballots** 

Mr. Flint stated that Mr. Jeffrey Douglas had cast 205 votes for himself, 205 votes for Mr. Walker Douglas, 204 votes for Mr. Tobin, 204 votes for Mr. Eckley, and 204 votes for Mr. Root.

#### SIXTH ORDER OF BUSINESS

#### **Ballot Tabulation**

Mr. Flint stated that Mr. Jeffrey Douglas and Mr. Walker Douglas would serve 4-year terms and Mr. Tobin, Mr. Eckley, and Mr. Root would serve 2-year terms.

#### SEVENTH ORDER OF BUSINESS

Landowner's Questions and Comments

There being none, the next item followed.

#### **EIGHTH ORDER OF BUSINESS**

Adjournment

Mr. Flint adjourned the meeting.

# SECTION IV

# AGREEMENT BETWEEN THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND ENGLAND-THIMS & MILLER, INC. FOR PROFESSIONAL ENGINEERING SERVICES

	THIS	<b>AGREEMENT</b>	made	and	entered	into	this	 day	of	
2023.	by and l	between:						_		

Landings Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Flagler County, Florida (the "District"), with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801; and

**England-Thims & Miller, Inc.**, a Florida corporation, with a mailing address of 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the "Engineer").

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by ordinance of Flagler County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW,** THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to

the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

#### Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
  - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - 2. Processing of contractors' pay estimates.
  - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - 4. Final inspection and requested certificates for construction including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.
- Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.
- **Article 3.** Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-innegotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit "A."** The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.
- **Article 4. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
  - A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - B. Expense of reproduction, postage and handling of drawings and specifications.
- Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.
- Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.
- Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or

its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

#### Article 8. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.
- Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.
- Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be

considered an employee of the District. Engineer shall not have authority to hire persons as employees of District.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), Florida Statutes.

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Insurance.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000
(including Contractual)	
Automobile Liability Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by

law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS CONTRACT, RELATING TO THIS CONTACT CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR C/O GOVERNMENTAL **MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219** E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

#### Article 19. Compliance with E-Verify System.

- (a) The Engineer shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Engineer shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.
- (b) If the Engineer anticipates entering into agreements with a subcontractor for the work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

- (c) By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- Article 20. Controlling Law; Jurisdiction and Venue. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Flagler County, Florida
- Article 21. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Landings Community Development District

219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Chiumento Law

145 City Place, Suite 301 Palm Coast, Florida 32164 Attn: Michael Chiumento, III

**If to Engineer:** England-Thims & Miller, Inc.

14775 Old St. Augustine Road Jacksonville, Florida 32258

Attn: Daniel Welch

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-

business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.
- Article 23. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.
- Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.
- **Article 25.** Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

	LANDINGS COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors
	ENGLAND-THIMS & MILLER, INC., a Florida corporation
Witness	By:

**Exhibit A: Hourly Rate** 



www.etmlnc.com tel 904-642-8990 • fax 904-646-9465 14775 Old St. Augustine Road • Jacksonville, Florida 32258

#### ENGLAND-THIMS & MILLER, INC.

#### **HOURLY FEE SCHEDULE - 2022**

CEO/CSO	\$375.00/Hr:
President	\$330.00/Hr.
Executive Vice President	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director	\$175.00/Hr.
Engineer	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager	\$190.00/Hr.
Planner	\$155.00/Hr.
CEI Project Manager	\$175.00/Hr.
CEI Senior Inspector	\$155.00/Hr.
CE) inspector	\$125.00/Hr.
Senior Landscape Architect	\$175.00/Hr.
Landscape Architect	\$160.00/Hr.
Senior Technician	\$155.00/Hr.
GIS Developer / Senior Analyst	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer	\$140.00/Hr.
CADD/GIS Technician	\$125.00/Hr.
Administrative Support	\$90.00/Hr.

#### **WORK AUTHORIZATION NUMBER 1**

2023
 , 2023

Landings Community Development District Flagler County, Florida

Subject: Work Authorization Number 1

**Landings Community Development District** 

Dear Chairman, Board of Supervisors:

#### I. Scope of Work

Landings Community Development District will engage the services of England-Thims & Miller, Inc., as Engineer to prepare any necessary reports and attend and participate in meetings of the District's Board of Supervisors as requested by the District.

#### II. Fees

Landings Community Development District will compensate England-Thims & Miller, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse England-Thims & Miller, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Landings Community Development District and England-Thims & Miller, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering England-Thims & Miller, Inc. We look forward to working with you.

Sincerely,
Daniel Welch, P.E. England-Thims & Miller, Inc.
APPROVED AND ACCEPTED
By: Authorized Representative of Landings Community Development District

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

# SECTION V

#### **RESOLUTION 2023-07**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Landings Community Development District ("District") prior to June 15, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 21, 2023

HOUR: 11:30 A.M.

LOCATION: Hilton Garden Inn Palm Coast/Town Center

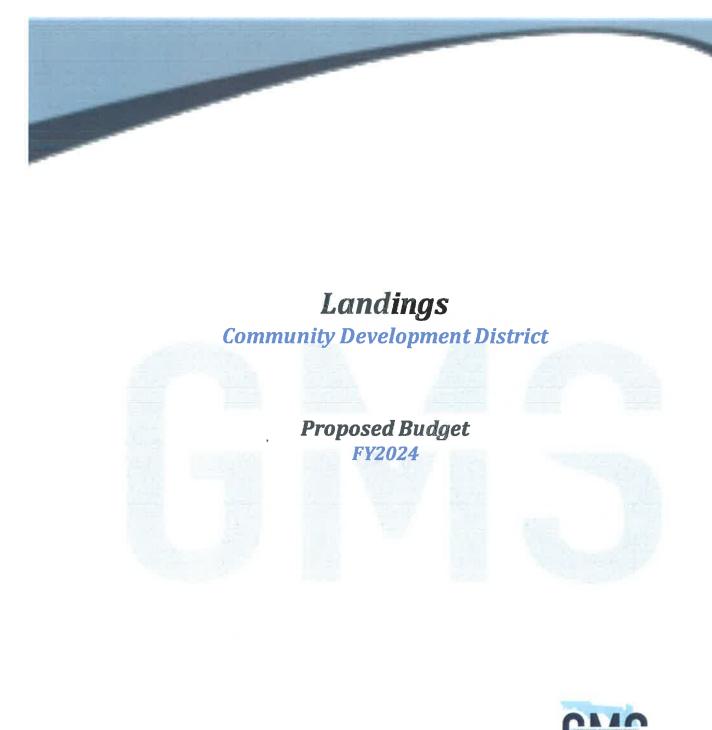
55 Town Center Blvd Palm Coast, Florida 32164

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Flagler County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19<sup>TH</sup> DAY OF MAY, 2023.

ATTEST:	LANDINGS COMMUNITY DEVELOPMENT DISTRICT
	By:
Secretary/Assistant Secretary	Its:



### **Table of Contents**

1	General Fund
2-4	General Fund Narrative

### Landings

#### **Community Development District**

#### Adopted Budget General Fund

Description		Adopted Budget FY2023	Actuals Thru 3/31/23	Ų.	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY20 <b>2</b> 4
Revenues							
Developer Contributions	\$	136,810	\$ 29,591	\$	53,625	\$ 83,215	\$ 135,898
Total Revenues	\$	136,810	\$ 29,591	\$	53,625	\$ 83,215	\$ 135,898
Expenditures							
General & Administrative							
Supervisor Fees	\$	12,000	\$ 400	\$	6,000	\$ 6,400	\$ 12,000
FICA Expenses	\$	(4)	\$ 31	\$	459	\$ 490	\$ 918
Engineering	\$	15,000	\$ -	\$	7,500	\$ 7,500	\$ 15,000
Attorney	\$	25,000	\$ 867	\$	6,000	\$ 6,867	\$ 25,000
Annual Audit	\$	4,000	\$ -	\$	-	\$ -	\$ 4,000
Assessment Administration	\$	5,000	\$ -	\$	-	\$ -	\$ 5,000
Arbitrage	\$	450	\$ -	\$	-	\$ -	\$ 450
Dissemination	\$	5,000	\$ -	\$	-	\$ -	\$ 5,000
Trustee Fees	\$	3,600	\$ -	\$	-	\$ -	\$ 4,020
Management Fees	\$	40,000	\$ 20,000	\$	20,000	\$ 40,000	\$ 40,000
Information Technology	\$	1,800	\$ 900	\$	900	\$ 1,800	\$ 1,800
Website Maintenance	\$	1,200	\$ 2,350	\$	600	\$ 2,950	\$ 1,200
Telephone	\$	300	\$ -	\$	150	\$ 150	\$ 300
Postage & Delivery	\$	1,000	\$ 323	\$	500	\$ 823	\$ 1,000
Insurance	\$	5,000	\$ 5,000	\$	-	\$ 5,000	\$ 5,750
Copies	\$	1,000	\$ 2	\$	50	\$ 52	\$ 500
Legal Advertising	\$	10,000	\$ 4,907	\$	5,000	\$ 9,907	\$ 10,000
Contingencies	\$	5,000	\$ 245	\$	330	\$ 575	\$ 2,500
Office Supplies	\$	625	\$ 47	\$	150	\$ 197	\$ 625
Travel Per Diem	\$	660	\$ -	\$	330	\$ 330	\$ 660
Dues, Licenses & Subscriptions	\$	175	\$ 175	\$	-	\$ 175	\$ 175
Total Expenditures	s	136,810	\$ 35,246	\$	47,969	\$ 83,215	\$ 135,898
Excess Revenues/(Expenditures)	\$		\$ (5,656)	\$	5,656	\$	\$ 3000

#### Landings

### Community Development District

#### **General Fund Budget**

#### Revenues:

#### **Developer Contributions**

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

#### **Expenditures:**

#### **General & Administrative:**

#### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

#### **Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

#### <u>Attorney</u>

The District's legal counsel, Chiumento Law, PLLC, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

#### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

#### Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

#### **Arbitrage**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

#### **Dissemination**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

# Landings

# Community Development District

#### **General Fund Budget**

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services-Central Florida, LLC, provides these services.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services-Central Florida, LLC, provides these services.

#### **Telephone**

Represents cost for telephone and fax machine.

#### Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

#### **Insurance**

The District's general liability and public official's liability insurance coverages.

#### **Copies**

Printing agenda packages for board meetings, printing of computerized checks, stationary, envelopes,

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

# Landings

# Community Development District General Fund Budget

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

#### Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

# SECTION VII

# SECTION C

# SECTION 1

# Landings

Community Development District

**Unaudited Financial Reporting** 

March 31, 2023



# **Table of Contents**

 Balance Sheet
General Fund
Month to Month

# Landings Community Development District

# **Combined Balance Sheet**

March 31, 2023

	eneral Fund
Assets:	
Cash:	
Operating Account	\$ 4,792
Total Assets	\$ 4,792
Liabilities:	
Accounts Payable	\$ -
Total Liabilites	\$
Fund Balance:	
Unassigned	\$ 4,792
Total Fund Balances	\$ 4,792
Total Liabilities & Fund Balance	\$ 4,792

# Landings

## **Community Development District**

## **General Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2023

	Adopted	Prora	ited Budget		Actual		
	Budget	Thru	03/31/23	Thru	03/31/23	Ñ	ariance
Revenues:							
Developer Contributions	\$ 136,810	\$	29,591	\$	29,591	\$	-
Total Revenues	\$ 136,810	s	29,591	\$	29,591	s	
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	6,000	\$	400	\$	5,600
FICA Expenses	\$ -	\$	-	\$	31	\$	(31)
Engineering	\$ 15,000	\$	7,500	\$	-	\$	7,500
Attorney	\$ 25,000	\$	12,500	\$	867	\$	11,633
Annual Audit	\$ 4,000	\$	-	\$	-	\$	(40)
Assessment Administration	\$ 5,000	\$	-	\$	-	\$	*
Arbitrage	\$ 450	\$	-	\$	(*)	\$	
Dissemination	\$ 5,000	\$	-	\$	-	\$	
Trustee Fees	\$ 3,600	\$	-	\$	-	\$	-
Management Fees	\$ 40,000	\$	20,000	\$	20,000	\$	0
Information Technology	\$ 1,800	\$	900	\$	900	\$	-
Website Maintenance	\$ 1,200	\$	600	\$	2,350	\$	(1,750)
Telephone	\$ 300	\$	150	\$	-	\$	150
Postage & Delivery	\$ 1,000	\$	500	\$	323	\$	177
Insurance	\$ 5,000	\$	5,000	\$	5,000	\$	-
Copies	\$ 1,000	\$	500	\$	2	\$	499
Legal Advertising	\$ 10,000	\$	5,000	\$	4,907	\$	93
Contingencies	\$ 5,000	\$	2,500	\$	245	\$	2,255
Office Supplies	\$ 625	\$	313	\$	47	\$	266
Travel Per Diem	\$ 660	\$	330	\$	-	\$	330
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total Expenditures	\$ 136,810	\$	61,968	\$	35,246	\$	26,721
Fund Balance - Beginning	\$	347		\$	10,447		A ST
Fund Balance - Ending	\$	111 1		\$	4,792	100	

Landings
Community Development District
Month to Month

		Oct	Nov	Dec	Jan	Feb	Mirch	April	May	June	July	Aug	Sept	Tota
Revenues:														
Developer Contributions	49	÷2	<del>64</del>	69 ;	20,837 \$	8,754 \$	<b>53</b>	<b>45</b>	1	٠,		1	1	29,591
Total Revenues	S		\$ .	\$ .	20,837 \$	8,754 \$	\$ .	\$ .	\$ .	\$ .	\$ .	\$ -	\$ .	29,591
Expenditures:														
General & Administrative:														
Supervisor Rees	60	<b>45</b>	1	<del>6/3</del>		200 \$	200 \$	<b>€</b> 5	49	•	<del>65</del>	1	49	400
FICA Expense	60	•	-	49	<del>69</del>	15 \$	15 \$	<del>69</del>	<del>69</del>	<del>46</del>	<del>65</del>	<del>69.</del> 1	1	31
Engineering	69	49	•	45	49	45	<del>49</del>	<del>61</del>	<del>49</del>	<del>66</del>	<del>62</del> 1	<del>69.</del> 1	1	
Attorney	40	\$ 68	\$ 069	\$ 68	•	49	49	<del>69</del>	<del>69</del>	1	<del>59</del>	<b>49</b>	1	867
Management Fees	40	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	<b>49</b>	<b>49</b>	4	•	<b>₩</b>	-	20,000
Information Technology	<del>69</del>	<b>49</b>	<b>*</b>	<b>49</b>	\$ 009	150 \$	150 \$		<del>69</del>	<del>60</del>	<del>€</del>	<del>69</del>	1	006
Website Maintenance	60	<b>49</b>	1,750 \$	<del>69</del>	400 \$	100 \$	100 \$	<del>59</del>	<del>6/2</del> (	1	<del>69</del>	<del>67</del>	1	2,350
Telephone	69	<del>6</del> 9	<b>\$</b> 5	49	<b>45</b>	1	<del>6/3</del>	1	<del>65</del> 1	1	<del>60</del>	<del>67</del>	1	
Postage & Delivery	40	16 \$	11 \$	233 \$	34 \$	28 \$	2 \$	<del>69</del> 1	1	<del>69</del>	<del>57</del>	<del>45</del>	1	323
Insurance	69	\$ 000'5	• <del>•</del>	<del>1/3</del>	•	•	<b>49</b>	<del>69</del>	\$	<del>€</del> 5	<b>€9</b>	**		5,000
Copies	49	<b>69</b>	•	<b>€9</b>	•	2 \$	\$	<del>59</del>	<b>44</b>	1	<del>69</del>	<del>65</del>	1	2
Legal Advertising	49	1,760 \$	3,147 \$	<b>69</b>	<b>49</b>	49	49	<del>59</del>	1	÷\$ .	<del>673</del> 1	<del>65</del>	1	4,907
Contingencies	69	135 \$	<b>\$</b>	<del>60</del>	110 \$	1	€A} •	<del>67</del>	<del>64</del>	<del>60</del>	<b>€7</b>	1	69	245
Office Supplies	69	31 \$	\$ 0	15 \$	1	\$ 0	\$ 0	<del>67</del>	\$	<b>S</b>	<del>69</del>	49	1	47
Travel Per Diem	69	<del>69</del>	<b>44</b>	<del>60</del>	•	+9	<b>49</b>	<del>6</del> 5	<b>55</b>	<del>5</del> 9	<del>59</del>	<b>€9</b> 1	1	1
Dues, Licenses & Subscriptions	69	175 \$	49	<b>69</b>	•	<b>€</b> 9	49 ,	<del>67</del>	<del>65</del> 1	<del>6</del> 9	·	<del>69</del> 1	<del>69</del>	175
Total Expenditures	*	10,539 \$	8,931 \$	3,670 \$	4,478 \$	3,828 \$	3,801 \$	\$ .	\$ .	. 5		\$ .	. \$	35,246
The second secon		(40 520) \$	(0.021)	\$ (0200)	16.259	A 026 ¢	(2 804)							(5,65,61)
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# SECTION 2

# **Landings**

## **Community Development District**

Bill to:

JTL Grand Landings Dev LLC

Funding Request #2 January 13, 2023

	Payee	Ge	neral Fund
1	Chiumento Law, PLLC		
	General Counsel - September 2022	\$	4,432.25
	General Counsel - October 2022	\$	88.50
	General Counsel - November 2022	\$	690.00
	General Counsel - December 2022	\$	88.50
2	Governmental Manangement Services		
	Invoice #1 - September 2022	\$	1,791.90
	Invoice # 2 - October 2022	\$	3,380.25
	Invoice # 3 - November 2022	\$	3,344.24
	Invoice # 4 - December 2022	\$	3,543.33
	Invoice # 5 - January 2023	\$	3,477.63

**Total:** \$ 20,836.60

Please make check payable to:

**Landings Community Development District**6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

#### Chiumento Law, PLLC

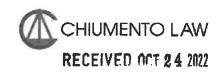
145 City Place, Suite 301 Palm Coast, FL 32164

Email: chiumento@legalteamforlife.com

Office: (386) 445-8900 www.legalteamforlife.com

5

1 310.513.315



Bill to:

**Landings CDD** 

219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

#### INVOICE

To September 30, 2022

Invoice Date

October 21, 2022

Invoice Number

14989

Due Date

Due Upon Receipt

Account	Summary

Previous Balance \$0.00
Payments Received \$0.00
Outstanding Balance \$0.00
Current Invoice \$4,432.25

#### **Total Due**

\$4,432.25

Pay Online

Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/ pay/312NYPH

#### **Payment Transactions**

 Date
 Type
 Invoice #
 Description
 Amount

 No payments have been made on this account.

## Fee Detail

Date		Description	Hours	Rate	Total
9/7/2022	MC	Telephone conference with client, Jeff Douglas and other consultants regarding CDD issues and future development issues.	1.50	\$395.00/hr	\$592.50
9/8/2022	MC	Landings CDD Prepared for meeting; Various emails; Reviewed and revised Engineering Report.	0.60	\$395.00/hr	\$237.00
9/12/2022	VLS	Reviewed agenda for meeting on 9/16/2022; Made edits as appropriate to all resolutions; Drafted notice of establishment.	1.20	\$295.00/hr	\$354.00
9/15/2022	VLS	Reviewed Capital Improvement Plan and Master Assessment Methodology; Annotated both and circulated requested changes to all appropriate parties.	0.70	\$295.00/hr	\$206.50
9/16/2022	MC	Prepared for and attended Board of Supervisor's Organizational Meeting; Telephone conference with Jeff Douglas; Reviewed and finalized documents.	1.80	\$395.00/hr	\$711.00
9/16/2022	VLS	Prepared for, attended, and conducted organizational meeting for CDD.	2.00	\$295.00/hr	\$590.00
9/19/2022	VLS	Received and reviewed Bond Counsel's edits to validation complaint and began updating accordingly.	1.30	\$295.00/hr	\$383.50
9/20/2022	VLS	Continued drafting validation complaint and updated exhibit list.	1,60	\$295.00/hr	\$472.00
9/21/2022	VLS	Office conference with Michael Chiumento re: action items to be completed; Began research on appropriate Chapter 170 and 190 hearings; Began research on validation complaint evidence requirements for show cause hearing.	1.50	\$295.00/hr	\$442.50
9/22/2022	VLS	Drafted and edited notice of establishment for Michael Chiumento to sign; Reviewed updated Master Assessment Methodology and Engineer's Report.	1.30	\$295.00/hr	\$383.50
9/23/2022	СМ	E-Record Notice of Establishment of Landings Community Development District.	0.20	\$140.00/hr	\$28.00
		Hours Total	13.70	Fee Total	\$4,400.50

# **Expense Detail**

Date		Description	Quantity	Rate	Total
9/23/2022	CM	Simplifile: E-Record Notice of Establishment of the Landings Community Development District	1	\$31.75	\$31.75
				Expenses Total	\$31.75

Fees	\$4,400.50
Expense	\$31.75
Current Due	\$4,432.25
Outstanding Balance	\$0.00
Total Due	\$4,432.25

# **Timekeeper Summary**

Timekeeper		Hours
Caroline Meneil		0.20
Michael Chiumento III		3.90
Vincent Sullivan		9.60
	Total Hours	13.70

#### Chiumento Law, PLLC

145 City Place, Suite 301 Palm Coast, FL 32164

Email: chiumento@legalteamforlife.com

Office: (386) 445-8900

www.legalteamforlife.com

1.310.513.315



Bill to:

**Landings CDD** 

219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To October 31, 2022

Invoice Date

November 17, 2022

Invoice Number

15182

Due Date

Due Upon Receipt

Account Summary

Previous Balance

\$4,432.25

Payments Received

40.00

Outstanding Balance

\$0.00 \$4,432.25

Current Invoice

\$88.50

**Total Due** 

\$4,520.75

Pay Online

Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/F92SXK6

**Payment Transactions** 

Date

Туре

Invoice #

Description

Amount

No payments have been made on this account.

\$0.00

## Fee Detail

Date		Description	Hours	Rate	Total
10/11/2022	VLS	Searched for and pulled notice of establishment and sent same to District Manager.	0.30	\$295.00/hr	\$88.50
-		Hours Total	0.30	Fee Total	\$88.50

## **Expense Detail**

Date	Description	Quantity	Rate	Total
No expenses have b	een charged for this invoice.			

Total Due	\$4,520.75
Outstanding Balance	\$4,432.25
Current Due	\$88.50
Expense	\$0.00
Fees	\$88.50

Expenses Total

# **Timekeeper Summary**

Timekeeper	Hours
Vincent Sullivan	0.30
	Total Hours 0.30

#### Chiumento Law, PLLC

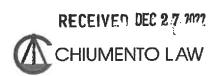
145 City Place, Suite 301 Palm Coast, FL 32164

Email: chiumento@legalteamforlife.com

Office: (386) 445-8900 www.legalteamforlife.com

5

1.310.513.315



Bill to:

**Landings CDD** 

219 East Livingston street orlando , FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

#### INVOICE

To November 30, 2022

Invoice Date

December 21, 2022

Invoice Number

15438

Due Date

Due Upon Receipt

#### Account Summary

Previous Balance \$4,520.75

Payments Received \$0.00

Outstanding Balance \$4,520.75

Current Invoice \$690.00

Total Due \$5,210.75

Pay Online Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/1B2TDGD

#### **Payment Transactions**

Date Type Invoice# Description Amount

No payments have been made on this account.

\$0.00

## Fee Detail

Date		Description	Hours	Rate	Total
11/18/2022	MC	Prepare for and attend Board of Supervisor's meeting and CDD Landowner Meeting	1.00	\$395.00/hr	\$395.00
11/18/2022	VLS	Reviewed CDD meeting agenda and prepared same for meeting.	1.00	\$295.00/hr	\$295.00
		Hours Total	2.00	Fee Total	\$690.00

# **Expense Detail**

Date	Description	Quantity	Rate	Total
No expenses hav	ve been charged for this invoice.			

Fees	\$690.00
Expense	\$0.00
Current Due	\$690.00
Outstanding Balance	\$4,520.75
Total Due	\$5,210.75

**Expenses Total** 

# **Timekeeper Summary**

Timekeeper		Hours
Michael Chiumento III		1.00
Vincent Sullivan		1.00
	Total Hours	2.00

#### Chiumento Law, PLLC

145 City Place, Suite 301 Palm Coast, FL 32164

Email: chiumento@legalteamforlife.com

Office: (386) 445-8900

www.legalteamforlife.com 5

1.310.513 315



Bill to:

**Landings CDD** 

219 East Livingston street orlando , FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

#### INVOICE

To December 31, 2022

Invoice Date

January 13, 2023

Invoice Number

15616

Due Date

Due Upon Receipt

Account	Summary
---------	---------

Previous Balance	\$5,210.75
Payments Received	\$0.00
Outstanding Balance	\$5,210.75
Current Invoice	\$88.50

#### **Total Due**

\$5,299.25

Pay Online

Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/ pay/632WAC4

#### **Payment Transactions**

 Date
 Type
 Invoice #
 Description
 Amount

 No payments have been made on this account.

\$0.00

# Fee Detail

Date		Description	Hours	Rate	Total
12/2/2022	VLS	Began review of filing requirements with Caroline McNeil.	0.30	\$295.00/hr	\$88.50
		Hours Total	0.30	Fee Total	\$88.50

# **Expense Detail**

Date	Description	Quantity	Rate	Total
No expenses have i	been charged for this invoice.			

Total Due	\$5,299.25
Outstanding Balance	\$5,210.75
Current Due	\$88.50
Expense	\$0.00
Fees	\$88.50

**Expenses Total** 

# **Timekeeper Summary**

Timekeeper	Hours
Vincent Sullivan	0.30
	Total Hours 0.30

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 1

Invoice Date: 9/16/22

Due Date: 9/16/22

Case:

P.O. Number:

Bill To:

Landings CDD

1.310.513

Description	Hours/Qty	Rate	Amount
			TO A COURT BY
<ul> <li>Management Fees - (Prorated September 16th - September Website Administration - (Prorated September 16th - September 2022)</li> </ul>	er 30th, 2022) 15 ember 30th, 15	111.12 3.34	1,666.80 50.10
Information Technology - (Prorated September 16th - September 2022)	ember 30th, 15	5.00	75.00

Total	\$1,791.90
Payments/Credits	\$0.00
Balance Due	\$1,791.90

1001 Bradford Way Kingston, TN 37763

# Invoice

invoice #: 2

Invoice Date: 10/1/22

Due Date: 10/1/22

Case:

P.O. Number:

#### Bill To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801

Descr	Intlan	Hours/Qty	Rate	Amount
		nourarcky	The second second second second	A STREET, STRE
lanagement Fees - October 2022 Office Supplies 50	340	CTION BUILDING	3,333:33 31.35	3,333.33 31.35
ostage 420		Annual Property of the Party of	15.57	15.57
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		1 1	1	
		1 1		
		1	1	
			1	
			1	
			1	
		Total		\$3,380.25

Total	\$3,380.25	
Payments/Credits	\$0.00	
Balance Due	\$3,380.25	

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 3

Invoice Date: 11/1/22

Due Däte: 11/1/22 Case:

P.O. Number:

Bill To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801

1.310.513.

1.30.513			
<b>Description</b>	Hours/Qty	Rate	Amount
Management Fees - November 2022 중국이 Office Supplies 등한 Postage 나?		3,333.33	3,333.33
Office Supplies Dit		0.30	0.30
ostage 470		10.61	10.61
			<b>A</b> D <b>A ( ( ) . . . .</b>

RECEIVED

Total	\$3,344.24
Payments/Credits	\$0.00
Balance Due	\$3,344.24

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice#: 4

Invoice Date: 12/1/22

Due Date: 12/1/22

Case:

P.O. Number:

Bill To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801

# RECEIVED

DEC 1 4 2022

1 1.310.513.				
Description	1	Hours/Qty	Rate	Amount
Management Fees - December 2022 3	40	- 160- - 100-	3,333.33 15.00	3,333.33 15,00 195.00
copies 420			195.00	195.00
			:	
	8			

Balance Due	\$3,543.33
Payments/Credits	\$0.00
Total	\$3,543.33

1001 Bradford Way Kingston, TN 37763

# Invoice

\$3,477.63

**Balance Due** 

Invoice#: 5

Invoice Date: 1/1/23 Due Date: 1/1/23

Case:

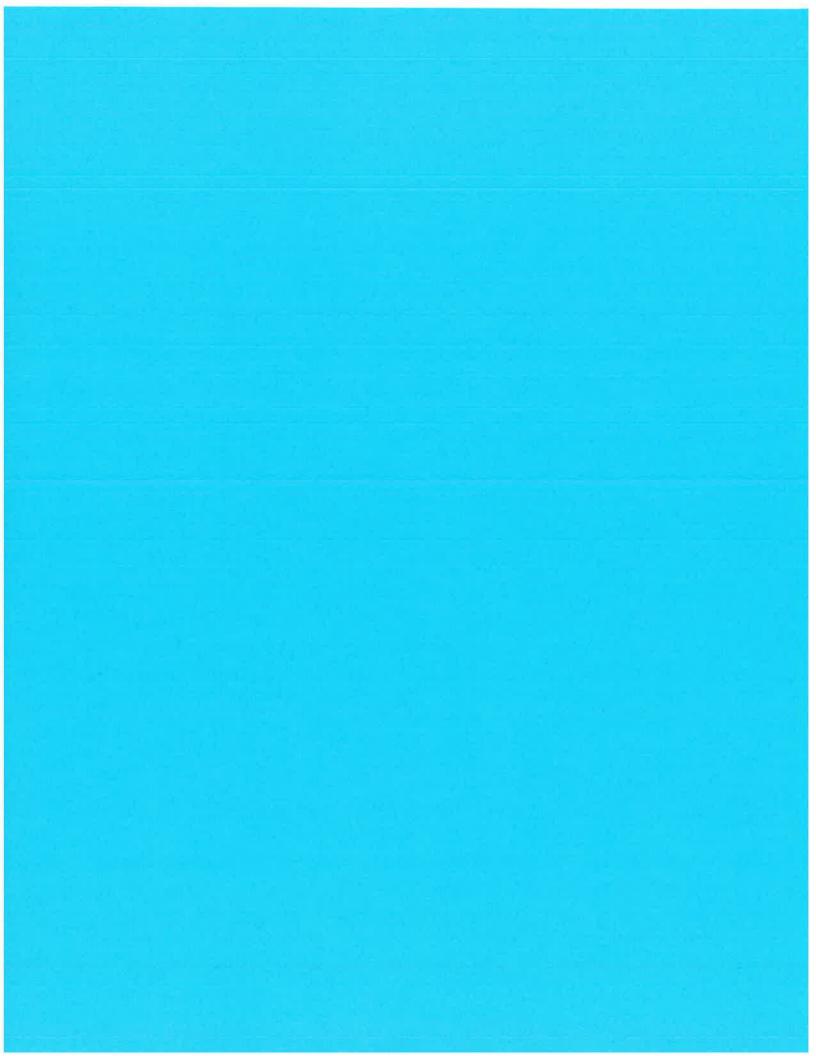
P.O. Number:

Bill To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801

RECEIVED JAN 1 1 2023

1.310.513.	I a sum town	24	
Description	Hours/Qay	Rate	Amount
anagement Fees - January 2023 340		3,333.33	3,333.33
ostage 420 merican Express - Statement Closing 10/2/22 - Hilton Garden Inn		34,30 110.00	34.30 110.00
leetin Room 490			
	Total		\$3,477.63
	Daymani	s/Credits	\$0.00



# Landings

# **Community Development District**

Bill to:

JTL Grand Landings Dev LLC

Funding Request #3 February 3, 2022

	Payee	Gene	eral Fund
1	David Root		
	Board Meeting - 11/18/2022	\$	215.30
2	Jeffrey Douglas		
_	Board Meeting - 11/18/2022	\$	215.30
	0 711		
3	Greg Eckley Board Meeting - 11/18/2022	\$	215.30
		•	
4	LocaliQ	¢.	214604
	Invoice # 0005119143 - Legal Advertising	\$	3,146.94

Total:	\$ 3,792.84

Please make check payable to:

**Landings Community Development District**6200 Lee Vista Blvd, Suite 300

Orlando, FL 32822

# Attendance Confirmation for BOARD OF SUPERVISORS

District Name:	Landings CDD
Board Meeting Date:	November 18, 2022

	Name	In Attendance Please √	Fee Involved Yes / No
1	Toby Tobin	/	Yes / No (\$ )
2	Len Allen	David Root V	Yes/ No (\$ 200)
3	Walker Douglas		Yes/No (\$ 200)
4	Jeffrey Douglas		Yes No (\$200)
5	Gene-Perez	Gras Eckley	Yes/No(\$)

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

**Approved for Payment:** 

District Manager Signature

Date

\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\*



Land /OICE # /5119143 REPAY emo Info)	BILLING PERIOD  Nov 1- Nov 30, 2022  UNAPPLIED (included in amt due)	PAYMENT DU December 20	), 2022		
5119143 REPAY	Nov 1- Nov 30, 2022 UNAPPLIED	December 20	), 2022		
REPAY	UNAPPLIED	-37 945-			
		TOTAL AMOU	INT DHE		
	(moraded in anic due)	TOTAL AMOUNT DUE			
\$0.00	-\$120.18	\$4,786.54			
S INQUIRIE	S/ADDRESS CHANGES	FEDERAL	LID		
7-736-7612 oı	r smb@ccc.gannett.com	47-2390983			
	3 INQUIRIE 7-736-7612 o	G INQUIRIES/ADDRESS CHANGES 7-736-7612 or smb@ccc.gannett.com  Legal Entity: Gannett Medi	S INQUIRIES/ADDRESS CHANGES FEDERAL		

**BILLING ACCOUNT NAME AND ADDRESS** 

Landings CDD 219 E Livingston ST Orlando, FL 32801-1508

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable In US dollars.

		00008	3052800000	0000000051191430	04786546	7243		
To sign	n-up for E-n	nailed invoices and	online payments	s please contact abgspecial	@gannett.co	m. Previo	us account nur	nber:
Date	Desc	ription		47 2 3 1 - 1 AV	1 1 1 TO			Amount
11/1/22	Baland	ce Forward						\$1,838.32
11/8/22	PAYM	ENT - THANK YOU						-\$198.72
Legal A	Advertising:	AND STREET	BIAN-RELL	A PLANTAGE TO THE		8,804	LIE BUT	
	Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
		DTB Flagler/ Palm Coast News Tribune	7950173	Notice of Special Assessment Hearing		1	6.0000 x 9.95 in	\$329.54
Packag	e Advertisi	ing:				ST-ON		
St	art-End Date	Order Number	Description		PO Number			Package Cost
10/1	19/22-11/9/22	7914162	- 197 Resolution I	Notice	Landings CDD	- 83052		\$1,379.08
10/2	26/22-11/2/22	7942378	LAN FY22&FY23	Budget Hearing				\$646.84
10/2	26/22-11/2/22	7942635	- 11.18 Meeting					\$791.48

#### PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT **ACCOUNT NAME PAYMENT DUE DATE AMOUNT PAID** LOCALi Landings CDD December 20, 2022 **ACCOUNT NUMBER** INVOICE NUMBER The Daytona Beach News-Journal Daytona Pennysaver 0005119143 830528 CURRENT 30 DAYS 60 DAYS 90 DAYS 120+ DAYS UNAPPLIED **TOTAL AMOUNT DUE** PAST DUE PAST DUE **PAYMENTS** PAST DUE **PAST DUE** DUE \$4,786.54 \$1,759.78 \$0.00 \$0.00 \$0.00 -\$120.18 \$3,146.94 REMITTANCE ADDRESS (Include Account# & Invoice# on check) TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: VISA MASTERCARD DISCOVER AMEX Daytona Beach News-Journal P.O. Box 630476 Card Number Cincinnati, OH 45263-0476 CVV Code **Exp Date** Date Signature

#### **PROOF OF PUBLICATION**

Cari Urrutic Landings CDD 219 E Livingston ST Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Public Notices in the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

10/26/2022, 11/02/2022

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 11/02/2022

Legal Clerk

Notary State of WI, County of Brown

My commission expires

**Publication Cost:** 

\$791.48

Order No:

7942635

# of Copies:

**Customer No:** 

830528

PO#:

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Please do not use this form for payment remittance.

RYAN SPELLER Notary Public State of Wisconsin

#### **PROOF OF PUBLICATION**

Cari Urrutic Landings CDD 219 E Livingston ST Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a Classified Tab Legal CLEGL in the Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

10/26/2022, 11/02/2022

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida each Wednesday and has been entered as second-class mail matter at the post office in said Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 11/02/2022

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

**Publication Cost:** 

\$664.08

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7950173

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RYAN SPELLER Notary Public State of Wisconsin

# LANDINGS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARINGS TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION TYCO,FLORIDA STATUTES AND TO CONSIDER ADDITION OF EASTESMENT BOLL PURSUANT TO SECTION 1973-86224(D). FORDIOS ÉSTATUTES, BY THE LANDINES, COMMUNETY DIVELOPMENT DISTRICT, AND A NOTICE OF REQUEAR MEETING OF THE LANDINGS COMMUNITY DIVELOPMENT DISTRICT

Thus Stand of State-Nicke, Fibatica's of the Landings Community Development District, I' Entrich' will hadd justic historing on The States Nickelly and the State of States of S

The District is a nit of ignotist-purpose local government responsible for jockiding infestivation introniments for itsus within this district. The infestivation intronsible benefiting the lands within the District (improviments) just expected to include the lands and the lands of the lands

The District intends to impose assessments on the lands within the District in the manyer self their in the District's Marier Assessment Methodogy disted September 16, 2021, and repeated by Countries in the september 16, 2021, and repeated by Countries in the September 16, 2021, and repeated by Countries in the September 16, 2021, and at the Countries in the September 16, 2021, and a self-september 1

The purpose of any such assessment is to secure the books seried to that the functionments. Not destroyed in more details in the sessionment floor. The District. The Assessment Assessment

The annual principal assessment levind against each parcel will be based on repairment our that (30) years of the ubal dept allocated to be before the blocks to collect antiferant enter or more than \$51,93,140 in debt to be assessed by the blocks, anduries at feets and costs of collection or enforcement, decurants for such spanned; and other or collection or enforcement, decurants for such payment; and otherest. The proposed wheat actually of assessments to distinct. The proposed wheat

Gross Annual Debt	Assessment Per Unit	3)	\$6,557,59	\$8,196,98	\$9,836,38	
Net Annua Debt	Assessment	Per L'hit	56,164.13	57,705,-7	59,246.20	
Maximum Annual	Debt Service		S641,070	\$1,024,737	\$1,497,834	\$3,163,741
Total Par	Debt Per	Chit	\$72.801	\$91,001	\$109,201	
Allocation of Par	Debt Per Product	Type	57,571,281	\$12,103,130	\$17,690,589	\$\$7,365,000
	No. of	Units	101	133	162	399
Allocation	Product Types		Villa 40'	Single Family 50	Single Family 60	Totals

ludas collection feas and early payment discounts when collected on the Regler Count, tax bif.

The secretarists may be restad in which at any state or in spine instructe, is part, as incide to short in our income that instructions the part of any considerable in the secretarists and he between the part of the secretarists and he between the chain in the secretarists and he between the chain in the last of the last of the secretarists and he between the chain in the last of the secretarists and he between the last of the secretarists and he between the secretarists and the secretarists and the secretarists and the last of the public heart has any find in the secretarists of the fundament of the fundament of the fundament of the fundament of the secretarists.

Also, or Friday, November 18, 2022, at 11:30 p.m. at the Hilton Gerchen Inn Paint Coast / Town Center, 55 Town Center Blud, Paint Goast, H. 545, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the béstict.

The Board meeting and beambar are open to the public and will be condicted in accordance with the provisions of Pladda law for commends the beambar which the Board meeting shade to public hearings may be applicate in progress on a contain blee; time and conditions to be amounted as such meeting and/or hearings.

Amy person requiring superai excommendations at the meeting or headings because in a distability or physical impaltment should contact the Distability Hamper's Other (407) \$41-4524 or lisest 48 hours pake to the index by 1940 and his place in migured, please contact the Branda Relay Service at 1-800-565-3777 for 480 in contacting the biginet dimber. 1940 and please the impaired, please If anyons chooses to appead any decision of the Board with respect to any matter oxidater at at the intesting on hearings, such person with each a received the proceedings and extend decondation theater that a verteatin record of the proceedings is made, which minutes the sectionary and evidence appear which souch appeal at the between.

116 LANDINGS COMMUNITY DEVELOPMENT DISTRICT -1 1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT DELLARICE SPECIAL ASSESSIMENTS. INDICATING THE CLOCATION, NATURE AND ESTIMATED DISTRICT DELLARICE SPECIAL ASSESSIMENTS. PROVIDING THE PORTITION OF THE ESTIMATED COST OF THE MITROVEMENTS TO BE BEFRAYED BY THE SPECIAL ASSESSIMENTS PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSIMENTS BROWNING THE MANNER IN WHICH SUCH SPECIAL BE FORTURE WHEN SUCH SPECIAL ASSESSIMENTS SPECIAL BE ASSESSIMENTS SPECIAL ASSESSIMENTS SPECIAL BE ASSESSIMENTS SPECIAL ASSESSIMENTS SPECIAL BY ASSESSIMENTS FOR ADDITION OF THIS RESOLUTION.

povernment establishe Landrages: Communally Greekspraent District ("Ostsick") is a loose such "of statest-purpose government established putsiern is the Uniform Continuish Districtionent Obstick such 1980, as accommend for the Continuish Obstick Such 1980, as accommended in Change 190, Indianal Continuish Distriction Market No. 2022; 173 and Thomas Satinites Uniform Activity Obst Other Ost Change of the College Tham Const. Pariodis in Obstick No. 2022; 173 and

WHEREAS, the Board of Supervisors of the District Toward's handly determines to-underlate, issual, the seabable, controlled, controlled, controlled, sould controlled, control

WHERELS, It is in the best finiteiests of the District to pay all or a portion of the post of the instructions through the lay of special assessments on assessable land pursuant to Chapters 170,130 and 197, Florind Statutes (1.Assessments); and

MHRRIERS, the Detect is empowered by Chapters 170, 190 and 197, Riodae Statutas, to finance, folfratives, find, plais, establies, racingtor, oxistured introportation of the construction of the construction

WRENELS, the District benchy determines that benefits will account to the property improved in the District, the binduit of those benefits, and that the Sepseiminist will be make in proteinfor the penelists restricted as sail forth in the District a Missies, Special Assessment Methodicing report, prepared by Consentrated Management Services - Central Florids - Central Florids - Central Florids - Central Florids - Services - Servic

WHEREAS, the District hereby defermines that the Assessments to be levied will not exceed the benefits to the property improved in the District,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT:

The foregoing recitals are hereby incorporated as findings of fact of the Board, Section 1.

Section 2. The Assessments shall be levied on the assessable land in the District to defray the Estimated Total Out therewise the Comprehensity and the improvements in the improvements personally consists of a system of public interstuction. In this concentry and existing a system of public interstuction, in the Information and in the passing of the control of the improvements in the District Memory of Total or the Control of the District Memory of Total.

Section. 3. The general location of the improvements is within and without the boundaries of the District in the City of Theolide.

The total estimated cost of the Improvements is \$27,345,217 (hereinafter, referred to as the "Estimated Cost"). Section 5. The Assessments will defray up to \$37,365,000, a portion of which includes the Estimated Cost, plus estimated inrancing-related costs, including capitalized inferest, debt service reserve and contingency related to bonds and bond articipation notes (collectively, "Bonds"), which may be issued by the District to finance a portion of the Improvements (the "Estimated Total Cost"). Section 4. Section 5.

Section 6. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Methodology

Section 7. This steinsments shall be looked kildhei the Dispicition all lots and lands adjoiling and cichilispus or bounding and abutting upon such improvements or specially begindling thereby and further designated by the assessment plat hereinafter and abutting upon such improvements or specially begindling thereby and further designated by the assessment plat hereinafter provided for,

plans and specifications describing the improvements and the Estimated Cost of the improvements, all of which shall be open Section 8. There is on file at the District Manager's Office an assessment plat showing the area to be assessed, the to Inspection by the public.

installments or the maximum period of time permitted by law then in effect, The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes, provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District. in any year, or if determined by the Board to be in the best interest of the District, the Assessments may be collected as is otherwise permitted by law and the Assessments shall be collected in such manner as required or permitted by the trust Indentures relating to the District's Special Assessment Revenue Boands, Series 2022. Section 9. Commencing with the year in which the Assessments are certified for collection and subsequent to the capitalized interest period for each sories of Bonds, the Assessments shall be paid in not more than thirty (30) armual

Section; 10. The Disprict Manager has caused to be implied a prefettingny assessment with the Assessment with the Assessment secure of the control of the co

This Resolution shall become effective immediately upon its passage bast intenests of Section 13.

PASSED AND ADOPTED this 16th day of September 2022.

#### PROOF OF PUBLICATION

Cari Urrutic Landings CDD 219 E Livingston ST Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Public Notices in the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

10/19/2022, 10/26/2022, 11/02/2022, 11/09/2022

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 11/09/2022

LANDINGS COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFOR METHOD OF COLLECTION

visors or District Staff mon

District Monager L#7914162 10/19, 10/26, 11/2, 11/9/2022

Notary, State of WI, County of Brown

My commision expires

**Publication Cost:** 

\$1379.08

7914162

# of Copies:

**Customer No:** 

Order No:

830528

PO #:

Landings CDD - 83052

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RYAN SPELLER Notary Public State of Wisconsin

#### **PROOF OF PUBLICATION**

Cari Urrutic Landings CDD 219 E Livingston ST Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices in the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

10/26/2022, 11/02/2022

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 11/02/2022

IOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 20/2/2022 AND FISCAL YEAR 20/2/2023 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Landings Community Development

("District") will hold a public hearing on "District") will hold a public hearing on November 16, 2022 at 11:30 a.m. at the Hillion Garden inn Patrn CoastTown Center. S3 Town Center Blvd. Patrn Coast, FL 2014, for the purpose of hearing comments and objections on the odoption of the proposed budgets") of the District for the remainder of the fiscal year pediagraphic patrn of the District for the remainder of the fiscal year poles plantiage Cohen 1, 2022 and ending September 30, 2022 ("Fiscal Year 2022/2022"). A resular board meeting of the District will also be held at that time where the Board may observe and the property of the District will also be held at that time where the Board may observe and the property of the District will also be held at that time where the Board may observe and the property of the District will also be held at that time where the Board may consider any other where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budgets may be obtained at the offices of the District Manager, 219 East Livingstor ert, Orlando, Florida 32801, (407) 841-5524 ("District M

The public hearing and meeting are open to the public and will be conducted in occordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and aloce to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Stoff may participate by specific telephone.

Any person regulring special accommoda-tions at this meeting iscouse of a disabil-ity or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting tory-eight (48) nous proof in the resulting, if you are hearing or speech impaired, please contact the Florida Relay Service by dialning 7-1-1, or 1-800-95-877 (TTY) /1-800-95-870 (TV) (Volce), for aid in contacting the District Manager's Office.

District Manage L#794237 Oct. 26, Nov. 2, 2022 2t

Legal Clerk

Notary State of WI, County of Brown

10-25-26

My commision expires

**Publication Cost:** 

\$646.84 7942378

# of Copies:

Order No: Customer No:

830528

PO #:

35.

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance,

RYAN SPELLER Notary Public State of Wisconsin

Page 1 of 1

From: Stephens, Kim KStephens@ccc.gannett.com

Subject: Re: Landings CDD Account # 830528 Date: February 3, 2023 at 9:14 AM To: Noralys Ruiz nruiz@gmscfl.com



It is no longer due, it has been paid, the only amount due on the Nov invoice is the current amount \$3146.94

Kim Stephens kstephens@ccc.gannett.com

From: Noralys Ruiz <nruiz@gmscfl.com> Sent: Thursday, February 2, 2023 4:14 PM

To: Stephens, Kim < KStephens@ccc.gannett.com>

Subject: Landings CDD Account # 830528

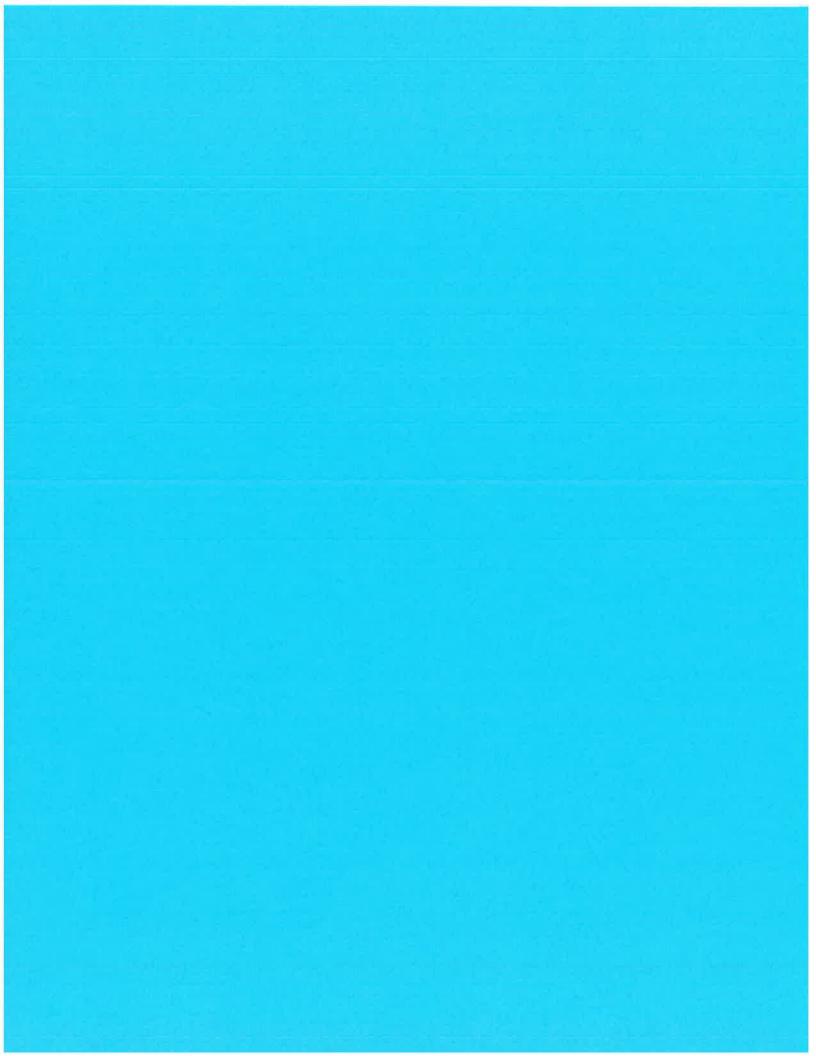
Good Afternoon Kim,

Can you please review our account and provide me with the invoice for the past due balance that is reflecting on this invoice # 0005119143 for \$1,759.78?

Thank you,

Noralys Ruiz Governmental Management Services-CF, LLC 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822 Phone: 407-841-5524 ext 141

Fax: 407-839-1526 Email: <u>nruiz@gmscfl.com</u>



## Landings

### **Community Development District**

Bill to:

JTL Grand Landings Dev LLC

Funding Request #4 February 14, 2023

	Payee	Gen	eral Fund
1	Florida Department of Economic Opportunity Invoice # 87586 - Special District Fee FY23	\$	200.00
2	Governmental Manangement Services Invoice # 6 - February 2023	\$	4,761.20

**Total:** \$ 4,961.20

Please make check payable to:

Landings Community Development District 6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822

### Florida Department of Economic Opportunity, Special District Accountability Program

Fiscal Year 2022 - 2023 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/04/2022	1st Fees Date: 12/03/2022			Invoice No: 87586
Annual Fee: \$175.00	1st Late Fee: \$25.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 01/09/2023:
				\$200.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:



Landings Community Development District

Mr. Michael Chiumento, III Chiumento Law PLLC 145 City Place, Suite 301 Palm Coast, Florida 32164

2. Telephone:	386-445-8900 Ext:
3. Fax:	··00 <del>0</del> -900-0000
4. Email:	michael3@legalteamforlife.com
5. Status:	Independent
6. Governing Body:	Elected
7. Website Address:	Due by the end of the first fiscal year after creation.
8. County(ies):	Flagler
9. Special Purpose(s):	Community Development
10. Boundary Map on File:	10/04/2022
11. Creation Document on File:	10/04/2022
12. Date Established:	09/06/2022
13. Creation Method:	Local Ordinance
14. Local Governing Authority:	City of Palm Coast
15. Creation Document(s):	City Ordinance 2022-17
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Assessments
STEP 2: Sign and date to certify accuracy	and completeness
By signing and dating below, I de the reby	ertly that the profile above (changes noted if necessary) is accurate and complete:
Registered Agent's Signature:	Date 1 223
STEP 3: Pay the annual state fee or certify	eligibility for zero annual fee.
a. Pay the Annual Fee: Pay the annual fe	e online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable
to the Florida Department of Economic Opp	portunity.
b. Or, Certify Eligibility for the Zero Fee:	By initialing both of the following items, i, the above signed registered agent, do hereby certify that to
the best of my knowledge and belief, BOTH	f of the following statements and those on any submissions to the Department are true, correct,
complete, and made in good faith. I undersi	tand that any information I give may be verified.
1 This special district is not a compone	ent unit of a general purpose local government as determined by the special district and its Certified
Public Accountant; and,	
2 This special district is in compliance	with its Fiscal Year 2022 - 2023 Annual Financial Report (AFR) filing requirement with the Florida
Department of Financial Services (DFS) an	d that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a
	has included an income statement with this document verifying \$3,000 or less in revenues for the
current fiscal year.	
Department Use Only: Approved: Den	ied: Reason:
STEP 4: Make a copy of this document for	your records.
STEP 5: Mail this document and payment (	if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget
Management, 107 East Madison Street, MS	SC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.

### **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

## RECEIVED FEB 0 8 2023

Invoice

Bill To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801 Invoice #: 6 Invoice Date: 2/1/23 Due Date: 2/1/23

Case:

P.O. Number:

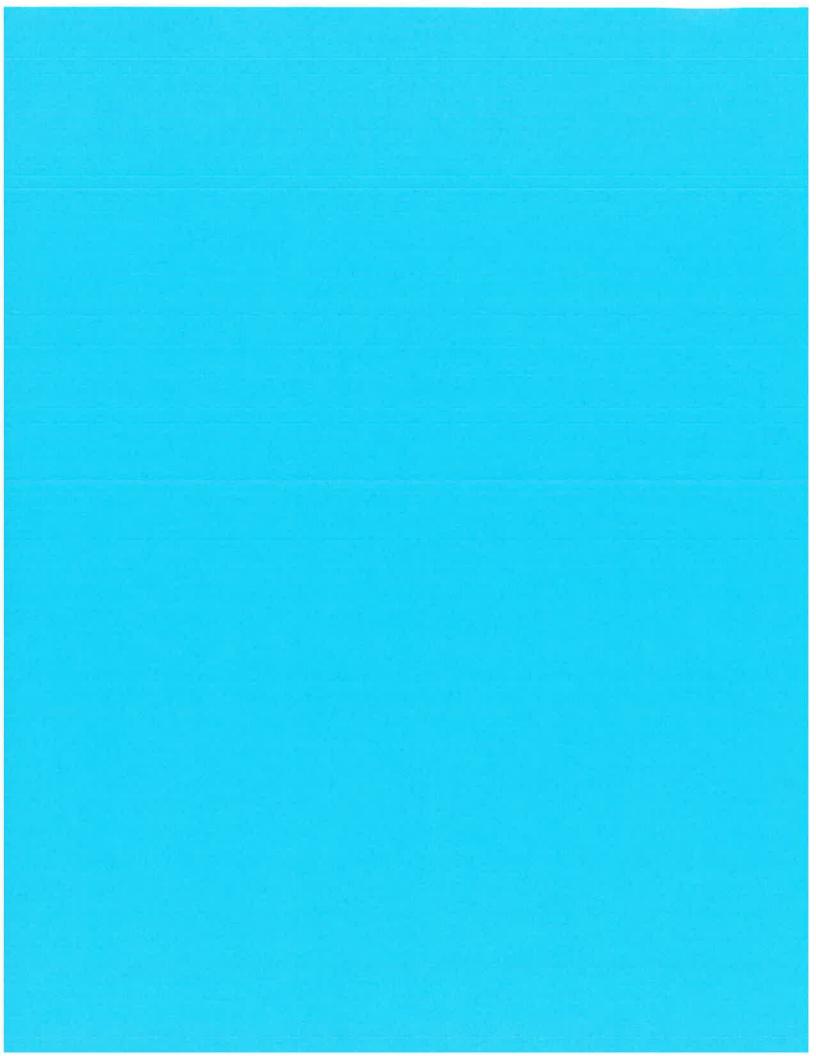
Payments/Credits

**Balance Due** 

\$0.00

\$4,761.20

Description	Hours/Qty	Rate	Amount
Management Fees - February 2023		3,333.33	3,333.33
Website Administration - February 2023		100.00	100.00
Website Administration - (October 2022 - January 2023)	4	100.00	400.00
Information Technology - February 2023		150.00	150.00
Information Technology - (October 2022 - January 2023)	4	150.00	600.00
Office Supplies		0.21	0.21
Postage		28.15	28.15
Copies		1.50	1.50
American Express Statement 11/2/2022 - Hilton Garden Inn - Meeting Room 10/22/2022		110.00	110.00
American Express Statement 12/2/2022 - Simplystamps.com		38.01	38.01
	Total		\$4,761.20



## Landings Community Development District

Bill to:

JTL Grand Landings Dev LLC

Funding Request #5 April 12, 2023

	Payee			neral Fund FY2023	Ca	pital Project FY2023
1	Chiumento Law, PLLC Invoice # 16340 - Bond Validation - March 2023				\$	1,205.00
2	GMS-Central Florida, LLC Invoice # 7 - Management Fee - March 2023 Invoice # 8 - Management Fee - April 2023		\$ \$	3,585.22 3,583.96	•	2,200.00
		NA 45/43	\$	7,169.18	\$	1,205.00
		Total:			\$	8,374.18

Please make check payable to:

Landings **Community Development District** 6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822

#### Chiumento Law, PLLC

145 City Place, Suite 301

Palm Coast, FL 32164 Email: chiumento@legalteamforlife.com

Office: (386) 445-8900 www.legalteamforlife.com



Bill to:

**Landings CDD** 

219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD- Bond Validation 230189



#### INVOICE

To March 31, 2023

Invoice Date

April 11, 2023

Invoice Number

16340

Due Date

Due Upon Receipt

Account Summary	
Previous Balance	\$0.00
Payments Received	\$0.00
Outstanding Balance	\$0.00
Current Invoice	\$1,205.00
Total Due	\$1,205.00

Pay Online

Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/4330UYL

### **Payment Transactions**

Туре Invoice # Description Amount No payments have been made on this account.

\$405.00

### Fee Detail

Date		Description	Hours	Rate	Total
3/1/2023	VLS	Began drafting Bond Validation complaint; Sent e-mail to District manager requesting resolutions.	1.50	\$320.00/hr	\$480.00
3/21/2023	VLS	Finished compiling complaint and all exhibits; Proofed same in advance of filing with Court.	1.00	\$320.00/hr	\$320.00
		Hours Total	2,50	Fee Total	\$800.00

### **Expense Detail**

Date		Description	Quantity	Rate	Total
3/24/2023	MPE	Filing fees	1	\$405.00	\$405.00



Current Due	\$1,205,00 \$0.00
Current Due	\$1,205,00

Expenses Total

### Timekeeper Summary

Timekeeper	Hours
Vincent Sullivan	2.50
	Total Hawar 250

Total Hours 2.5

### GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

### Invoice

invoice #: 7

Invoice Date: 3/1/23

Due Date: 3/1/23

Case:

P.O. Number:

Bill To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - March 2023		3,333.33 100.00	3,333.33
Management Fees - March 2023 Mediate Administration - March 2023	THE COURSE DAY STREET	100:00	100,00
Information Technology - March 2023		150.00	150.00
Office Supplies		0.09 1.80	0.09
Postagė	7	1.80	1.80
		÷	
			-

Total	\$3,585.22	
Payments/Credits	\$0.00	
Balance Due	\$3,585.22	

### **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

### Invoice

Invoice #: 8

Invoice Date: 4/1/23

Due Date: 4/1/23

Case:

P.O. Number:

Payments/Credits

**Balance Due** 

\$0.00

\$3,583.96

### Bili To:

Landings CDD 219 E. Livingston St. Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - April 2023 Website Administration - April 2023 Information Technology - April 2023 Office Supplies Postage		3,333.33 100.00 150.00 6.03 0.60	3,333.33 100.00 150.00 0.03 0.80
	Total		\$3,583.96

## SECTION 3



### Kaiti Lenhart ★ FLAGLER COUNTY SUPERVISOR OF ELECTIONS

1769 E. Moody Boulevard, Building 2, Suite 101  $\star$  PO Box 901  $\star$  Bunnell, Florida 32110-0901 Phone (386) 313-4170  $\star$  Fax (386) 313-4171  $\star$  www.FlaglerElections.gov

April 26, 2023

Stacie M. Vanderbilt Landings CDD 219 E. Livingston St. Orlando, FL 32801

**RE: CDD Registered Voters** 

Dear Stacie M. Vanderbilt:

Per your request, in accordance with the requirements of Chapter 190(3)(a)(d), the total number of registered voters for the following Community Development District as of April 15, 2023 is:

Landings Community Development District: 0

If you have any questions or require any further assistance, please contact this office.

Thank you,

Kaiti Lenhart

Supervisor of Elections

RECEIVED

APR 2 7 2023

GMS-CF, LLC

## AUDIT COMMITTEE MEETING

# SECTION III

# SECTION A

### LANDINGS COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

### Annual Audit Services for Fiscal Year 2023 Flagler County, Florida

#### INSTRUCTIONS TO PROPOSE

- **SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Friday**, **June 30, 2023, at 2:00 P.M.**, at the offices of District Manager, located at 219 E. Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.
- **SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relive it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- **SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.
- **SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- **SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services Landings Community Development District" on the face of it.
- **SECTION 6. MODIFICATION AND WITHDRAWL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.
- **SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").
- **SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

- **SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- **SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.
- **SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a wavier of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.
- **SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.
  - A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
  - B. Describe proposed staffing levels, including resumes with applicable certifications.
  - C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
  - D. The lump sum cost of the provision of the services under the proposal for Fiscal Years 2023, 2024, 2025, 2026 & 2027. The District intends to enter into five (5) separate one-year agreements.
  - E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

### AUDITOR SELECTION EVALUATION CRITERIA

### 1. Ability of Personnel.

(20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

### 2. Proposer's Experience.

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

### 3. Understanding of Scope of Work.

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

### 4. Ability to Furnish the Required Services.

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. Price. (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

## SECTION B

# LANDINGS COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Landings Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2023, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Flagler County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "Auditing Services – Landings Community Development District." Proposals must be received by Friday, June 30, 2023 at 2:00 P.M., at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George S. Flint Governmental Management Services - Central Florida, LLC District Manager