



**TERRACINA
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JULY 10, 2023
9:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.terracinacdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TERRACINA COMMUNITY DEVELOPMENT DISTRICT
Meeting Room of the Nexus at Vista Park
2101 Vista Parkway
West Palm Beach, Florida 33411
REGULAR BOARD MEETING & PUBLIC HEARING
July 10, 2023
9:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 12, 2023 Regular Board Meeting Minutes.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 5
 - 2. Receive Public Comments on Fiscal Year 2023/2024 Final Budget
 - 3. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 6
- H. Old Business
 - 1. Update on Lake Erosion & Outfall Project from Allstate
 - 2. Consider Approval of Irrigation & Permitting Proposal.....Page 13
 - 3. Consider Allstate’s Shoreline Restoration & Erosion Control Proposal
(Recommendation from Engineer’s Report).....Page 22
 - 4. Discussion Regarding POA Electrical Service to Fountains/Aerators in District Lakes
- I. New Business
 - 1. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule..Page 32
 - 2. Consider Resolution No. 2023-04 – Adopting a Records Retention Policy.....Page 34
 - 3. Consider Appointment of Audit Committee & Approval of Evaluation Criteria.....Page 38
- J. Administrative Matters
 - 1. Financial Report.....Page 42
- K. Board Members Comments
- L. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Terracina Cdd
Terracina Cdd
2501 BURNS RD
STE A

PALM BEACH GARDENS FL 334105207

STATE OF FLORIDA, COUNTY OF PALM BEACH

The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

09/30/2022

and that the fees charged are legal.
Sworn to and subscribed before on 09/30/2022



Legal Clerk


Notary, State of WI, County of Brown
1-25

My commission expires

Publication Cost: \$247.20

Order No: 7814397

Customer No: 730524

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

TERRACINA COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that
the Board of Supervisors of the
Terracina Community
Development District will hold
Regular Meetings at 9:00 a.m. in a
Meeting Room of The Nexus
at Vista Park located at 2101 Vista
Parkway, West Palm Beach,
Florida 33411, on the following
dates:

- October 10, 2022
- November 14, 2022
- December 12, 2022
- January 9, 2023
- February 13, 2023
- March 13, 2023
- April 10, 2023
- May 8, 2023
- June 12, 2023
- July 10, 2023
- August 14, 2023
- September 11, 2023

The purpose of the meetings is to
conduct any business coming before
the Board. The meetings
are open to the public and will be
conducted in accordance with the
provisions of Florida law.

Copies of the Agendas for any of the
meetings may be obtained from the
District's website or by
contacting the District Manager at
(561) 630-4922 and/or toll free at 1-
877-737-4922 prior to the
date of the particular meeting.

From time to time one or more
Supervisors may participate by tele-
phone; therefore, of the location
of these meetings there will be a
speaker telephone present so that
interested persons can attend
the meetings at the above location
and be fully informed of the discus-
sions taking place either in
person or by telephone communi-
cation. Meetings may be continued as
found necessary to a time
and place specified on the record.

If any person decides to appeal any
decision made with respect to any
matter considered at these
meetings, such person will need a
record of the proceedings and such
person may need to insure
that a verbatim record of the
proceedings is made at his or her
own expense and which record
includes the testimony and evidence
on which the appeal is based.

In accordance with the provisions of
the Americans with Disabilities Act,
any person requiring
special accommodations or an inter-
preter to participate at any of these
meetings should contact the
District Manager at (561) 630-4922
and/or toll free at 1-877-737-4922 at
least seven (7) days prior
to the date of the particular meet-
ing.

Meetings may be cancelled from
time to time without advertised
notice.

TERRACINA COMMUNITY
DEVELOPMENT DISTRICT
www.terraccinacdd.org
September 30, 2022 781.4397

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 12, 2023**

A. CALL TO ORDER

The June 12, 2023, Regular Board Meeting of the Terracina Community Development District (the “District”) was called to order at 9:01 a.m. in a Meeting Room of the Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411.

B. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on September 30, 2022, as part of the District’s Fiscal Year 2022/2023 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Present and constituting a quorum were Chairman Guy Colella, Vice Chairman Chesley Saunders and Supervisors Sheik Ameer (who arrived at 9:03 a.m.), Linda Colella and Jose Esquerte and all was in order to proceed with the meeting.

Staff present were: District Manager Sylvia Bethel of Special District Services, Inc.; and General Counsel Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 8, 2023, Regular Board Meeting

The minutes of the May 8, 2023, Regular Board Meeting were presented and the Board was asked if there were any comments or questions.

Mrs. Colella noted that the word “in” was missing in Section I – Administrative Matters #1 Financial Report. Ms. Bethel indicated she would make that correction.

A **motion** was then made by Mrs. Colella, seconded by Mr. Esquerete and passed unanimously approving the minutes of the May 8, 2023, Regular Board Meeting, as amended.

G. OLD BUSINESS

1. Discussion Regarding Lake Maintenance Proposals

Ms. Bethel indicated she knew the Board wanted to hold off on this item at last meeting and wanted to know if the Board still wanted to keep it on hold for now. Mr. Colella indicated that he believed they should hold off for a while, but since it is in the meeting booklet, the Board should discuss the item. Mr. Ameer stated he agreed and thinks the Board should hold off. He met with Allstate and they promised to correct their concerns. Ms. Bethel stated she would take this off the agenda until the Board advises her to bring it back.

2. Update on Lake Erosion from Allstate

Ms. Bethel stated she had spoken with Allstate and the report has not yet been completed, but it is scheduled. The department that handles projects such as this is behind and it should be done by mid and/or late June. Mr. Ameer suggested he get a proposal from the new landscaper for the other erosion issues, since it could be cheaper. Mrs. Colella asked if it would be done professionally, Mr. Ameer indicated that it would and Mrs. Colella agreed that it would not hurt to get an additional proposal. Mr. Colella stated he would like an ETA of when this project would be completed. Ms. Bethel advised she would get an exact date and ask them to rope off the section again.

H. NEW BUSINESS

1. Consider Irrigation & Permitting Proposal

Ms. Bethel stated she and Mr. Jackson had met with Cotleur and Hearing regarding a well recharging station and directed the Board to Page 27 of the meeting book for discussion. A lengthy discussion ensued. The Board would like to know the overall cost of what it would cost, including an operational and maintenance cost before moving forward. The Board would also like staff to email that information to everyone and bring the current information back to the next meeting.

2. Consider Allstate's Proposals from Engineer's Report

Ms. Bethel advised that Allstate had provided a few proposals based on the suggestion in the Engineer's Report and directed the Board's attention to Page 36 of the meeting book. A lengthy discussion ensued. Mr. Colella indicated that the Board should get this resolved and determine the maintenance later. Mr. Esquerete agreed. Mr. Colella would also like an ETA on this project.

A **motion** was made by Mr. Esquerete, seconded by Mr. Ameer and unanimously passed approving Allstate's proposal for the outfall pipe repair in the amount of \$6,150, as presented.

3. Discussion Regarding POA Electrical Service to Fountains/Aerators in District Lakes

Ms. Bethel advised that she had received a letter from the HOA's attorney regarding reimbursement of the cost for electrical usage for the District's fountains. Mr. Ameer previously spoke with Mr. Palen regarding this matter. Mr. Palen stated that it was a reasonable request for the CDD to reimburse the cost of electrical service to the HOA, provided that such costs can be accounted for. A lengthy discussion ensued. There is presently no documentation of how the electrical service system for the fountain/aerator was set up and currently operates. Electrical usage should be separately metered, but that is not presently the case. It is not clear where service lines are placed or if they were installed in the proper locations. Mr. Palen spoke with District Engineer Keith Jackson regarding his suggestions on how to correct this situation in the most cost-effective manner. Mr. Jackson suggested retaining an electrical engineer to start by mapping the existing electrical connection system. Once the system has been properly documented, an electrical engineer could also generate a standard formula for allocating electrical usage based on kilowatt hours or a similar standard. This would serve as an alternative to

installing meters on the various fountain/aerator service lines. Retroactively metering the existing system would probably be a very expensive project. A standard formula would be used as a reasonably accurate basis to reimburse the HOA for its expenses. Once developed, the standard formula would be the basis for a proposed cost-sharing agreement with the HOA. Mr. Palen stated he would reach out to Mr. Jackson to get an idea of how to proceed and will bring more information regarding this matter to the next meeting.

I. ADMINISTRATIVE MATTERS

1. Financial Report

Ms. Bethel directed the Board's attention to Page 27 of the meeting books and stated that she would like to give an update regarding Mr. Colella's email concerning the fountain lights. Fountain 3 and 4 lights have been completed. The HOA emailed regarding another issue concerning the timer and that information was sent it to Allstate to resolve, and I followed-up with no response. Ms. Bethel will follow-up with them again. Mr. Ameer stated that the Lake #6 fountain was rocking, Ms. Bethel indicated she would send that information over to Allstate.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Esquerete, seconded by Mrs. Colella adjourning the Regular Board Meeting at 10:07 a.m. Upon being put to a vote, the **motion** carried 5 to 0.

Secretary/Assistant Secretary

Chair/Vice-Chair

Miscellaneous Notices

Published in The Palm Beach Post on June 27, 2023

Location

Palm Beach County, Florida

Notice Text

Notice of Public Hearing and Regular Board Meeting of the Terracina Community Development District The Board of Supervisors (the Board) of the Terracina Community Development District (the District) will hold a Public Hearing and Regular Board Meeting on July 10, 2023, at 9:00 a.m., or as soon thereafter as can be heard, in a Meeting Room of The Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411. The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2023/2024 Proposed Final Budget of the District. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. A copy of the Budget and/or the Agenda may be obtained from the District s website or at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737- 4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Terracina Community Development District

www.terracinacdd.org

June 20,27, 2023 8944013

RESOLUTION NO. 2023-02

A RESOLUTION OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.

WHEREAS, the Terracina Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 10th day of July, 2023.

ATTEST:

**TERRACINA
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Terracina
Community Development District

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

FINAL BUDGET
TERRACINA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O & M ASSESSMENTS	171,346
DEBT ASSESSMENTS	314,087
OTHER REVENUES	0
INTEREST INCOME	240
TOTAL REVENUES	\$ 485,673
EXPENDITURES	
SUPERVISOR FEES	7,000
PAYROLL TAXES - EMPLOYER	560
AQUATIC LAKE MAINTENANCE	25,000
FOUNTAIN MAINTENANCE	15,000
ENGINEERING/INSPECTIONS	6,000
MANAGEMENT	37,020
SECRETARIAL	4,200
LEGAL	5,000
ASSESSMENT ROLL	8,000
AUDIT FEES	4,325
INSURANCE	7,000
LEGAL ADVERTISING	1,400
MISCELLANEOUS	1,050
POSTAGE	275
OFFICE SUPPLIES	600
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	4,250
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	2,000
CONTINGENCY/FOUNTAINS	32,100
TOTAL EXPENDITURES	\$ 161,305
REVENUES LESS EXPENDITURES	\$ 324,368
BOND PAYMENTS	(295,242)
BALANCE	\$ 29,126
COUNTY APPRAISER & TAX COLLECTOR FEE	(9,709)
DISCOUNT FOR EARLY PAYMENTS	(19,417)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS / (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
TERRACINA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O & M ASSESSMENTS	171,279	171,428	171,346	Expenditures Less Interest & Carryover/.94
DEBT ASSESSMENTS	313,651	314,087	314,087	Bond Payment /.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	152	120	240	Projected At \$20 Per Month
TOTAL REVENUES	\$ 485,082	\$ 485,635	\$ 485,673	
EXPENDITURES				
SUPERVISOR FEES	5,800	7,000	7,000	No Change From 2022/2023 Budget
PAYROLL TAXES - EMPLOYER	444	560	560	Supervisor Fees * 8.00%
AQUATIC LAKE MAINTENANCE	20,890	25,000	25,000	No Change From 2022/2023 Budget
FOUNTAIN MAINTENANCE	8,503	15,000	15,000	No Change From 2022/2023 Budget
ENGINEERING/INSPECTIONS	13,633	6,000	6,000	No Change From 2022/2023 Budget
MANAGEMENT	34,908	35,952	37,020	CPI Adjustment (Capped At 3%)
SECRETARIAL	4,200	4,200	4,200	No Change From 2022/2023 Budget
LEGAL	4,759	5,000	5,000	No Change From 2022/2023 Budget
ASSESSMENT ROLL	8,000	8,000	8,000	No Change From 2022/2023 Budget
AUDIT FEES	4,225	4,225	4,325	\$100 Increase From 2022/2023 Budget
INSURANCE	5,992	6,400	7,000	Fiscal Year 2022/2023 Expenditure Was \$6,442
LEGAL ADVERTISING	884	1,500	1,400	\$100 Decrease From 2022/2023 Budget
MISCELLANEOUS	746	1,100	1,050	\$50 Decrease From 2022/2023 Budget
POSTAGE	92	300	275	\$25 Decrease From 2022/2023 Budget
OFFICE SUPPLIES	692	600	600	No Change From 2022/2023 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2022/2023 Budget
TRUSTEE FEES	3,500	4,500	4,250	\$250 Decrease From 2022/2023 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2022/2023 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2022/2023 Budget
CONTINGENCY/FOUNTAINS	0	33,400	32,100	Contingency
TOTAL EXPENDITURES	\$ 119,793	\$ 161,262	\$ 161,305	
REVENUES LESS EXPENDITURES	\$ 365,289	\$ 324,373	\$ 324,368	
BOND PAYMENTS	(299,025)	(295,242)	(295,242)	2024 Principal & Interest Payments
BALANCE	\$ 66,264	\$ 29,131	\$ 29,126	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,839)	(9,710)	(9,709)	Two Percent Of Total Assessment Roll
DISCOUNT FOR EARLY PAYMENTS	(18,009)	(19,421)	(19,417)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 45,416	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS / (SHORTFALL)	\$ 45,416	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
TERRACINA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	289	25	100	Projected Interest For 2023/2024
NAV Tax Collection	299,025	295,242	295,242	Maximum Debt Service Collection
Total Revenues	\$ 299,314	\$ 295,267	\$ 295,342	
EXPENDITURES				
Principal Payments	230,000	236,000	241,000	Principal Payment Due In 2024
Interest Payments	56,116	58,938	53,333	Interest Payments Due In 2024
Bond Redemption	0	329	1,009	Estimated Excess Debt Collections
Total Expenditures	\$ 286,116	\$ 295,267	\$ 295,342	
Excess/ (Shortfall)	\$ 13,198	\$ -	\$ -	

Series 2021 Bond Refunding Information

Original Par Amount =	\$2,856,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.350%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2021		
Maturity Date =	May 2032		
Par Amount As Of 1/1/23 =	\$2,626,000		

Terracina Community Development District Assessment Comparison

	Fiscal Year 2020/2021 <u>Assessment*</u>	Fiscal Year 2021/2022 <u>Assessment*</u>	Fiscal Year 2022/2023 <u>Assessment*</u>	Fiscal Year 2023/2024 <u>Projected Assessment*</u>
O & M	\$ 285.95	\$ 372.80	\$ 372.67	\$ 372.50
Debt	\$ 727.99	\$ 684.29	\$ 684.29	\$ 684.29
Total	\$ 1,013.94	\$ 1,057.09	\$ 1,056.96	\$ 1,056.79

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Total Units	460
Prepayments	1
Billed for Debt	459

June 1, 2023

Via E-mail (awilbur@cotleur-hearing.com)

Terracina Homeowners Association
Special Districts Services, Inc.
Attn: Sylvia Bethel
2501 Burns Rd., Suite A
Palm Beach Gardens, Florida 33410

Re: Terracina Irrigation and SFWMD Permitting Proposal (P23-270)

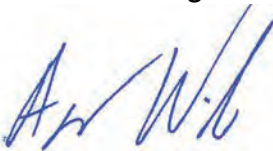
Dear Sylvia,

It was a pleasure discussing the required modifications to the Terracina irrigation system to provide supplemental recharge wells. As requested, Cotleur & Hearing will provide professional services required to review the existing irrigation systems, prepare irrigation modification plans to include well(s) needed to maintain the lake levels at a sufficient level to support the irrigation demand, and to permit the modifications with the South Florida Water Management District (SFWMD) including the preparation of all documents, calculations, and applications required for the permit submittal. The initial project effort includes data collection and a pre-application coordination meeting to determine the feasibility of subsequent steps.

To expedite processing, this Agreement is being sent electronically. Please sign and initial the Agreement on each page where indicated, **complete the Client Billing Instructions**, and return for Cotleur & Hearing's execution. A completed original will be emailed to you for your file.

After you have had the opportunity to review our proposal, should you have any questions, please do not hesitate to contact me at (561) 406-1011 or awilbur@cotleur-hearing.com.

Very truly yours,
Cotleur & Hearing



Aaron Wilbur, PLA
Partner

Proposal No: P23-270

AGREEMENT FOR PROFESSIONAL SERVICES

Client: Terracina Homeowners Association
Property Location: 6565 Del Verde Blvd
West Palm Beach, FL, 33413
Management By: Special Districts Services, Inc.
2501 Burns Rd., Suite A
Palm Beach Gardens, Florida, 33410

Client Contact: Sylvia Bethel
Finance Accounting Specialist
Special Districts Services, Inc.
561-685-2003
sbethel@sdsinc.org

Proposal No: P23-270

Date: June 1, 2023

Project Name and Location: Terracina Irrigation and SFWMD Permitting

Description of Services to be provided: Prepare Irrigation modification plans and SFWMD Permitting for proposed wells.

Retainer: \$1,500 (Payable upon execution of this Agreement)

Scope of Work:

1. Due Diligence, Data Collection, and Field Review

**Fee (not to exceed) – \$1,200.00
Plus reimbursable expenses**

Cotleur & Hearing will obtain existing Irrigation Plans (from client) and existing SFWMD Water Use Permits and review them for complete and accurate information needed for design and permitting efforts. Obtain Irrigation Plans provided by client. As-built irrigation plans are required for permitting efforts. If as-built plans are not available, see the optional services listed below. Cotleur & Hearing will coordinate and attend a pre-application meeting with SFWMD permit staff to discuss the modification of the existing permit and the addition of well(s) to the site's irrigation system. Cotleur & Hearing will obtain tentative approval from SFWMD staff prior to completing subsequent phases of the project. Efforts will include a site visit to review existing systems, component locations, and lakes.

2. Irrigation Plans

**Fee (not to exceed) – \$5,600.00
Plus reimbursable expenses**

Cotleur & Hearing will develop Irrigation Plans and Details (irrigation as-built CADD files or survey files to be provided by the client) for the proposed well(s) adjacent to the existing ponds to provide a consistent water supply to meet the current demands of the community's irrigation systems. Coordinate with Terracina to obtain the preferred pump manufacturer (match existing) and with the selected pump manufacturer for the pump station and well specifications. Coordinate with a local well driller to determine the recommended depth of wells for this location. Existing systems are to remain as is. Plans and details will only be provided for the new well(s) to support and offset the demands of the existing systems. Coordinate with the electrical engineer to prepare plans and calculations for the electrical connections for the proposed pump stations. Pump station locations shall be generally located adjacent to the existing pumps to potentially utilize the current site electrical connections.

Proposal No: P23-270



Initial: CH AW

Client: _____

3. SFWMD Consumptive Water Use Permit Modification

**Fee (not to exceed) – \$1,600.00
Plus reimbursable expenses**

Based on the initial pre-application meeting, Cotleur & Hearing will prepare and submit a permit modification submittal through SFWMD E-Permitting. This effort includes obtaining the existing permit number and submitting for a permit modification providing all required exhibits, maps, documents, calculations, and information as required. Cotleur & Hearing will provide all post-submittal coordination and revisions required for permit approval and execution.

4. Minor Site Plan Amendment (Optional Services)

**Fee (Hourly) – TBD
Plus reimbursable expenses**

Cotleur & Hearing will amend the approved PUD Site Plan and Irrigation Plans as needed to include the additional well locations. Cotleur & Hearing will coordinate with the governing agency to determine the submittal requirements for the minor site plan amendment and prepare all required plans, applications, and narratives as needed. Obtain approved Site Plan. All building permits, well permits, and Health Department permits are to be obtained by the contractor.

5. Irrigation As-Built Plans (Optional Services)

**Fee (Hourly) – TBD
Plus reimbursable expenses**

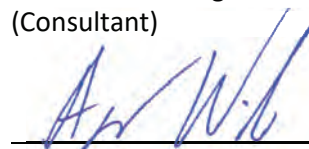
Cotleur & Hearing will assist the project team with the preparation of as-built irrigation plans in locations near existing pump stations. Cotleur & Hearing will document the location and product information for all aboveground components to the extent needed to complete project objectives. Performance test the existing systems to document the locations of the existing irrigation heads to provide adjustments if impacted by the proposed construction.

The following services are not included, but may be required to support the proposed application:

1. Site and Topographic Survey.
2. Landscape plan revisions.
3. Engineering Plans (Geotechnical, Civil, Drainage, or Electrical).
4. Building Permits or Construction Administration Services.

The undersigned agree to the attached General Conditions and Special Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

Cotleur & Hearing
(Consultant)



Signature:

Date: 6/1/2023

Aaron Wilbur, PLA
Partner

(Client)

Signature:

Printed Name/Title

Attachments: General Conditions/Special Provisions, Client Billing Instructions, Rate Schedule, W-9
Proposal No: P23-270



Initial: CH



Client: _____

**CLIENT BILLING INSTRUCTIONS
FOR AGREEMENT FOR PROFESSIONAL SERVICES**

The following billing information must be completed by the Client. Client must notify Consultant of any changes to this information within one billing cycle.

PROJECT & CONTACT INFORMATION

Project Name: _____
Manager Name: _____ **Accounting Contact:** _____
Phone Number: _____ **Phone Number:** _____
E-mail Address: _____ **E-mail Address:** _____

BILLING INFORMATION VIA EMAIL

Original Invoice should be addressed as follows:

Client/Company Name: _____
Attention: _____
Email Address: _____
Additional Email Address: _____

BILLING INFORMATION VIA USPS

Original Invoice should be addressed as follows:

Client/Company Name: _____
Attention: _____
Billing Address: _____

INVOICE SUPPORTING DOCUMENTS/FORMATting

Special Invoice Requirements: _____
(Provide details/include copy) _____
Project/P.O./Contract Number Reference: _____
Comments: _____

PAYMENT OPTIONS

(Please check appropriate box)

Check No.
Note: Please include our invoice number on your check.

Direct Deposit/Wire Transfer
Note: Please reference our project number when you set up the wire transfer. Bank info will be provided upon completion of form.

Proposal No: P23-270



Initial: CH AW Client: _____

GENERAL CONDITIONS - These general conditions are attached and made part of proposals and agreements for services by Cotleur & Hearing the Consultant.

1.0 Standard of Care - Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances.

2.0 Ethics Compliance. Maintaining the highest ethical standards is a primary value of the Consultant. The consultant will endeavor to comply with local and county ethics laws including lobbyist registration. Lobbyist registration forms will be completed concurrent with the signing of the Agreement. It will be the Client's responsibility to disclose all principals entities related to scope of work to be performed as a part of the Agreement. The principal, together with the Consultant will provide an original signature on lobbyist registration forms where required. The Client and Principal shall notify the Consultant at such time the conditions of the Lobbyist registration have changed and or when the registration should be withdrawn.

3.0 Basic Services - Consultant shall provide the mutually agreed-upon services outlined in the Agreement. Any services not specifically outlined in the Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

4.0 Additional Services - a) If mutually agreed to in writing by the parties, in advance and/or as provided for herein, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with Consultant's Rate Schedule, as provided for in Section 5.0, Compensation, or as otherwise mutually agreed to by the parties.

b) Notwithstanding the above provisions, additional services that are required to perform time sensitive work efforts may be performed without further authorization unless otherwise stipulated within the special provisions of this agreement. Services performed under this provision shall not exceed 5% of the basic scope of services.

5.0 Client Responsibilities - Client shall designate in writing, a person to act as his/her representative with respect to the services to be rendered under the Agreement. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

6.0 Compensation - a) Monthly progress invoices for basic services and additional services will be submitted to Client by Consultant based on percent complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to annual adjustment.

b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.

c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment will be made in the full amount of the invoice. If payment in full is not received by Consultant within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30th) day.

d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with seven (7) days written notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party. f) Retainer shall be paid to Consultant by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

7.0 Permit, Agency and Application Fees - Client shall be responsible for and pay all project-related fees including, but not limited to, Lobbyist registration, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and impact fees. Any mutually agreed-upon project-related fee up to \$150 may be paid by Consultant and invoiced as a reimbursable expense by Client.

8.0 Collection Costs - In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

9.0 Reimbursable Expenses - Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursable expenses shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket / Other Production Expenses billed at a multiplier of 1.10 to cover processing costs.
- Posting of public notice signs: Labor and material costs associated with the posting of public notice signs will be a reimbursable expense.

10.0 Taxes - Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

11.0 Indemnification - a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and independent sub-consultants against all damages, liabilities or costs including reasonable attorneys fees and defense costs, arising out of, or connected with, the Agreement or performance by any of the parties above named of the services under the Agreement, except those damages, liabilities or costs attributed to the negligent acts or negligent failure to act by Consultant.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's individual employees, officers or directors.

c) Client agrees to indemnify Consultant, its officers, directors, employees and independent sub-consultants against all damages, liabilities or costs arising out of, or in any way connected with, the Agreement or the performance by any of the parties above-named of the services under the Agreement by any third party.

12.0 Limitation of Liability - In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$1,000,000.00

13.0 Instruments of Service Ownership - a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided. Electronic information including but not limited to the consultants design files, illustrative graphics and or design details shall not be distributed or used for any purpose without the consultant's written permission. This provision shall apply to the client and any other consultant working for or with the client.

14.0 Governing Law - Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

15.0 Mediations/Dispute Resolution - a) To resolve any conflicts which might arise during the performance of Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity (ies) not specifically named Herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

16.0 Delays - a) In the event the project under the Agreement is delayed for a period of more than fifteen (15) calendar days by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for

any and all damages arising directly or indirectly from such delays. In addition, if the delays resulting from any such causes increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Consultant's control.

17.0 Termination - The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

18.0 Renegotiation of Fees - Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

19.0 Construction Phase - Construction phase Services are not included unless specifically provided for in the Special Provisions. Construction Phase Services include but are not limited to cost estimates to support surety, site visits, shop drawing review, requests for information, certification letters and similar services

Consultant shall not, during any site visits or as a result of observing Contractor's (s') work in progress, supervise, manage, direct or have control over Contractor's (s') work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's (s') failure to finish and perform its work in accordance with the contract documents.

20.0 Successors and Assigns - Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement. - **END OF DOCUMENT**

2023 Rate Schedule - Professional Services

Staff Category	Hourly Rate
Clerical Assistant	\$ 58.00
Administrative Assistant	\$ 60.00

Designer	\$ 90.00
Graphic Designer	\$ 98.00
Senior Graphic Designer	\$ 110.00
Irrigation Designer	\$ 95.00
CADD Technician – Entry Level	\$ 70.00
CADD Technician	\$ 90.00
Senior CADD Technician	\$ 98.00
Landscape Architect – Intern	\$ 88.00
Certified Landscape Inspector	\$ 95.00
Landscape Designer	\$ 95.00
Landscape Architect	\$ 115.00
Senior Landscape Architect	\$ 125.00

Planning Technician	\$ 95.00
Planner I – Land Planner	\$ 105.00
Planner II – Senior Land Planner	\$ 130.00
Planning Project Manager	\$ 152.50
Senior Project Manager	\$ 175.00

GIS Specialist	\$ 95.00
Senior GIS Specialist	\$ 115.00

Client Services Manager	\$ 155.00
Project Manager	\$ 165.00
Principal	\$ 215.00
Expert Witness	\$ 350.00

Arborist	\$ 140.00
Biologist	\$ 100.00
Senior Biologist	\$ 135.00
Environmental Scientist	\$ 120.00
Senior Environmental Scientist	\$ 130.00
Principal Environmental Specialist	\$ 110.00
Environmental CAD Technician	\$ 98.00
Field Technician	\$ 95.00

Contract Coordinator FDOT
Civil Engineer FPL
Emergency Preparedness Coordinator FPL

Reimbursable Expenses Rate

Mileage / Travel expenses at the prevailing IRS rate: www.irs.gov

Copies / Reproductions *

Postage and handling *

Out-of-Pocket / Other Production Expenses Cost + 10%

*Charges for monthly expenses billed at a multiplier of 1.10 to cover processing costs

Proposal No: P23-270



Initial: CH: AW

Client: _____

Lobbyist Registration Notice

It is a primary value of Cotleur & Hearing to maintain compliance with applicable county and municipal ethics laws. CH has adopted the practice of registering clients (principals) for projects which meet the lobbyist registration criteria. Once this Service Agreement is fully executed, Cotleur & Hearing will electronically complete and submit the mandatory lobbyist registration forms and pay their \$25 fee. Once the county/municipality processes our forms, an e-mail will be sent to you to authorize our lobbyist registration request. If by the third e-mail they do not receive your response, the request will be invalid and the \$25 fee forfeited. Therefore, it is important you respond promptly to their authorization e-mail.

For Additional Information Please Visit:

http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx

CHECKS PAYABLE TO: Cotleur & Hearing

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cotleur & Hearing, Inc.

2 Business name/disregarded entity name, if different from above
Cotleur & Hearing Landscape Architecture, LLC dba Cotleur & Hearing

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **n/a**

Exemption from FATCA reporting code (if any) **n/a**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1934 Commerce Ln, Ste 1

6 City, state, and ZIP code
Jupiter, FL 33458

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
4	7	-	1	8	7	7	2	7	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **07/14/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Initial: CH: AW Client: _____



FIELD OBSERVATION REPORT

1280 N. Congress Ave., Suite 101
 West Palm Beach, FL 33409
 Tel. 561.655.1151 Fax 561.832.9390
 E-mail: info@engenuitygroup.com
 Website: www.engenuitygroup.com

PROJECT: Terracina, CDD	
PROJECT NO: 4028	DATE: March 30, 2023
CONTRACTOR:	ARRIVAL TIME: 3:00
TYPE OF OBSERVATION: Lake Levels and Erosion Areas	DEPARTURE TIME: 4:00

OBSERVATIONS:

SDS requested follow-up site visit to review lake levels and new Erosion areas on Lakes #6 and 10. .

Lakes now appear slightly lower compared to photos from my site visit of May 20, 2022.

As documented in my earlier field observation reports (repeated from my field report of May 2022 as follows):

Community is experiencing low lake levels in ALL lakes. Lake # 2 has a 42" culvert that discharges stormwater from Jog Rd. The invert elevation of this culvert is well above the current lake water elevation, which is approximately 18" below the bleeder invert elevation of the control structure discharging to the LWDD L-4 canal. Lake #2 is isolated from the other 11 lakes with it's own control structure. A review of the construction plans shows this lake as an existing lake, apparently excavated prior to the Terracina development, solely for drainage of Jog Rd., and incorporated into the development for aesthetics and further stormwater storage. The other 11 lakes are NOT connected to Lake #2, but are interconnected with each other and discharge thru the other 2 independent control structures.

Based on the appearance of low lake levels, I offer the following factors that may be influencing these lower levels at this time:

1. We have been in the "dry" season for the last several months. Rainy season traditionally begins June 1 and I expect with increased rain, the lake levels will rebound.

2. Irrigation withdrawals from lakes - The common area irrigation system draws from the lake system, which are all interconnected. While this is common practice, it may be contributing to the overall drawdown of the lake system. A recharging well system could be explored to help sustain the lake levels. A system design would be needed and the proper agency permitting for "Water Use" would be required to implement such a system. These systems are common in South Florida.

3. Terracina is in close proximity to a regional water supply wellfield located at the NE corner of Jog Rd and Belvedere Rd. This wellfield is owned and operated by the PBC Water Utilities Department and has been long established for regional public water supply, including Terracina. These well fields create a groundwater drawdown and a cone of influence that most likely includes the area in and around the Terracina lake system. Further research would be needed to approximate the effect these wellfields may be having on the Terracina lake system.

In conclusion, I have been documenting the lower lakes levels in Terracina for several years in my annual reports.

Items 1 and 3 above are issues that cannot be controlled or influenced by Terracina action, without significant cost, namely lake lining.

Item 2 can be discussed further for study and implementation, if desired.

Two new lake bank erosion areas have been noticed by the HOA and I visited each one, on lake #6 and lake #10. Both of these areas developed since my annual report in August 2022 and have grown substantially large. Increased runoff velocity likely due to low water levels have speeded the erosion process. Photos of these areas are attached to this report.

As expected, both of these erosion areas are a result of overland drainage runoff that accumulated between houses and is directed toward the lake. These type of erosion areas have occurred before, with several "minor" ones noted in the last annual report. The repair proposal by All State is the correct repair methodology for each one. The lake #6 location is very close to a drainage culvert. While a leaking culvert joint under the erosion area may be causing the erosion, it is not likely based on my observations. As a precaution, this culvert should be cleaned and televised (All State is capable of this work), to insure the culvert is stable. Another erosion area was noted on lake 6.

Additionally, the culvert in the NW corner of lake #6 is 90% silted full (photo attached) and should be cleaned. This has become apparent with the low lake levels.

I am also resending you the graphic from my 2022 annual report which identifies several lake bank erosion areas from years past. These remain minor in nature but may be

exacerbated with the low water levels. I did observe them on this site visit and they did not appear to have "grown".

REPORT BY: Keith B. Jackson, P.E.



COPIES TO: Sylvia Bethel, SDS



Culvert in NW corner of Lake 6



Lake 6 erosion and proximity of drainage culvert between houses

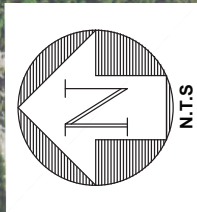


Another erosion area on lake 6 (west bank) between houses



Lake 10 erosion area between houses





DATE:	8/16/2022
JOB NO:	4028.01
SCALE:	NTS
SHEET:	1 OF 1

A Higher Standard of Excellence

ENGINEERING • SURVEYING • GIS MAPPING • DESIGN

1201 REVENUE ROAD, WEST PALM BEACH, FLORIDA 33411 (407) 850-1111

PROJECT ENGINEER:	KBJ
DRAWN BY:	MCB
CHECKED BY:	KBJ

NO	REVISIONS	BY	DATE
△	REPAIRS NOTED PER AUG. 2020 SITE VISIT	KJ	8/24/2020
△	REPAIRS NOTED PER JULY 2019 SITE VISIT	KJ	7/24/2019
△	REPAIRS NOTED PER OCT. 2018 SITE VISIT	KJ	10/2018
△	REPAIRS NOTED PER NOV. 2017 SITE VISIT	KJ/LC	08/2016
△	REPAIRS NOTED PER AUG. 2016 SITE VISIT	KJ/LC	08/2016
△	REPAIRS NOTED PER AUG. 2015 SITE VISIT	KJ/MV	10/2015

TERRACINA - LAKE NUMBER EXHIBIT

© COPYRIGHT 2020 BY ENGENUITY GROUP, INC. J\LAND PROJECTS R2\4028 TERRACINA\08-16-2022\LAKE NUMBER EXHIBIT.DWG 8/16/2022

SHORELINE RESTORATION & EROSION CONTROL AGREEMENT

This agreement, dated June 5, 2023, is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Terracina Community Development District
c/o Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410

561-630-4922 Ext 227
sbethel@sdsinc.org

Both Customer and ARMI agree to the following terms and conditions:

1. ARMI will provide the following services on behalf of the customer in accordance with the terms and conditions of this agreement at the following surface water site:

Shoreline Restoration and Erosion Repair services located at Terracina in Palm Beach County, Florida.

Includes material, equipment and labor to complete the project.

2. Customer agrees to pay ARMI the following amount during the term of this agreement for these specific erosion control services:

Geo-Tube Method: Repair edge of lake bank areas

- Clear shoreline areas of debris/trash to prepare for geo-textile tubes.
- Install sleeves to protect irrigation intake and gutter downspout drainage pipes which will protect the pipes and allow for future replacement
- Install six (6') foot geo-textile tube along the lake bank areas.
- Dredge sand from the center of the lake and fill geo-textile tubes.
- Cover geo-textile tube with additional layer of geo-textile fabric for additional protection from iguanas and other wildlife
- Install sand over geo-textile tube and along reclaimed shoreline to create a natural slope
- Install sod over newly reclaimed areas (**Note: CUSTOMER is responsible for maintenance of sod once installed.**)
- Secure sod with eight-inch (8") ground pins

Investment Per Lake:

Lake #1	\$133,250.00	Lake #7	\$110,825.00
Lake #2	\$110,500.00	Lake #8	\$133,250.00
Lake #3	\$139,750.00	Lake #9	\$76,050.00
Lake #4	\$110,500.00	Lake #10	\$72,800.00
Lake #5	\$141,050.00	Lake #11	\$211,575.00
Lake #6	\$133,900.00	Lake #12	\$175,500.00

Permitting, engineering, engineered drawings and certifications (if required) are not included in the proposal.

Sprinkler heads will be marked by the landscaper; otherwise ARMI will not be responsible for damage to them during the course of work. ARMI will repair any exposed sprinkler heads damaged during erosion work on a timely manner.

Staging areas will be designated before the start of work. ARMI will access the lakes at designated areas and sod repaired areas to bring the property back to complete restoration. (Note: CUSTOMER is responsible for maintenance of sod once installed.)

ARMI is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builds, marked by landscaper or not located by Sunshine Locating Services.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the maps and specifications and completed in a workmanlike manner. **A ten (10) year warranty on work and materials is included, excluding sod.**

Guarantee on materials does not include the loss of material due to ‘Acts of God’ such as hurricanes, floods, fires or other catastrophic events, nor does it include losses due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of our organization.

3. Schedule of payment:

- One-Third Mobilization Deposit
- One-Third upon installation of geo-textile tube
- Balance due upon installation of sod

4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period. After thirty (30) days, the price may be adjusted according to materials availability and market.
5. Proof of insurance included.
6. This agreement constitutes the entire agreement of ARMI and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

CUSTOMER ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted and the signers acknowledge that they are authorized to execute this document.

ALLSTATE (Signature)

CUSTOMER (Signature)

NAME / TITLE (Printed)

NAME / TITLE (Printed)

DATE

DATE



Allstate

RESOURCE MANAGEMENT, INC.

Geo-Tube Process

6900 S.W. 21st Court, Building 9 · Davie, FL 33317

Phone: 954.382.9766 · Fax: 954.382.9770

Email: info@allstatemanagement.com

www.allstatemanagement.com

Eroded shoreline to be cleared of debris and larger coral rocks



Main Geo-Tube installed and pumped with sand from lake bottom





Allstate

RESOURCE MANAGEMENT, INC.

Geo-Tube Process

6900 S.W. 21st Court, Building 9 · Davie, FL 33317

Phone: 954.382.9766 · Fax: 954.382.9770

Email: info@allstatemanagement.com

www.allstatemanagement.com

Backfill Geo-Tube installed and pumped with sand from lake bottom



Sand installed over Geo-Tubes and graded to proper slope





Allstate

RESOURCE MANAGEMENT, INC.

Geo-Tube Process

6900 S.W. 21st Court, Building 9 · Davie, FL 33317

Phone: 954.382.9766 · Fax: 954.382.9770

Email: info@allstatemanagement.com

www.allstatemanagement.com

Sod installed over Geo-Tubes and stapled in place



RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Terracina Community Development District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 10th day of July, 2023.

ATTEST:

**TERRACINA
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Terracina Community Development District will hold Regular Meetings at 9:00 a.m. in a Meeting Room of The Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411, on the following dates:

**October 09, 2023
November 13, 2023
December 11, 2023
January 8, 2024
February 12, 2024
March 04, 2024
April 08, 2024
May 13, 2024
June 10, 2024
July 08, 2024
August 12, 2024
September 09, 2024**

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

TERRACINA COMMUNITY DEVELOPMENT DISTRICT

www.terracinacdd.org

PUBLISH: PALM BEACH POST 09/30/2022

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 10th day of July, 2023.

ATTEST:

**TERRACINA COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____

Print name: _____

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

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

2. *Proposer's Experience (10 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 Proposer, etc.)

3. *Understanding of Scope of Work (10 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 (10 Points).*

Present ability to manage this project and the 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 (10 Points).*

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

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2022/2023, 2023/2024 and 2024/2025
With Two Year Option (2025/2026 and 2026/2027)
Palm Beach County, Florida**

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than August 29, 2023 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding 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 relieve 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. REJECTION OF 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 two (2) copies of the Proposal Documents and one digital copy, 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 – Terracina Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. 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. After proposals are opened by the District, no proposal may be withdrawn 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 waiver 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 or 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.

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 receipt of the Request for Proposals and Evaluation Criteria or other contract 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 the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

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

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

Terracina
Community Development District

**Financial Report For
June 2023**

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JUNE 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Jun-23	Year To Date Actual 10/1/22 - 6/30/23
REVENUES			
O & M ASSESSMENTS	171,428	0	168,489
DEBT ASSESSMENTS	314,087	0	308,239
OTHER REVENUES	0	0	0
INTEREST INCOME	120	0	3,089
Total Revenues	\$ 485,635	\$ -	\$ 479,817
EXPENDITURES			
SUPERVISOR FEES	7,000	1,000	3,600
PAYROLL TAXES - EMPLOYER	560	77	275
AQUATIC LAKE MAINTENANCE	25,000	1,745	15,705
CONTINGENCY	33,400	0	0
FOUNTAIN MAINTENANCE	15,000	640	16,275
ENGINEERING/INSPECTIONS	6,000	0	1,188
MANAGEMENT	35,952	2,996	26,964
SECRETARIAL	4,200	350	3,150
LEGAL	5,000	0	3,319
ASSESSMENT ROLL	8,000	0	0
AUDIT FEES	4,225	0	0
INSURANCE	6,400	0	6,442
LEGAL ADVERTISING	1,500	0	247
MISCELLANEOUS	1,100	63	283
POSTAGE	300	8	67
OFFICE SUPPLIES	600	93	411
DUES & SUBSCRIPTIONS	175	0	175
TRUSTEE FEES	4,500	0	0
CONTINUING DISCLOSURE FEE	350	0	0
WEBSITE MANAGEMENT	2,000	167	1,500
Total Expenditures	\$ 161,262	\$ 7,139	\$ 79,601
REVENUES LESS EXPENDITURES	\$ 324,373	\$ (7,139)	\$ 400,216
BOND PAYMENTS	(295,242)	0	(293,595)
BALANCE	\$ 29,131	\$ (7,139)	\$ 106,621
COUNTY APPRAISER & TAX COLLECTOR FEE	(9,710)	0	(5,505)
DISCOUNTS FOR EARLY PAYMENTS	(19,421)	0	(18,036)
EXCESS/ (SHORTFALL)	\$ -	\$ (7,139)	\$ 83,080
CARRYOVER FROM PRIOR YEAR	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (7,139)	\$ 83,080

Bank Balance As Of 6/30/23	\$ 165,473.25
Accounts Payable As Of 6/30/23	\$ 7,423.83
Accounts Receivable As Of 6/30/23	\$ -
Available Funds As Of 6/30/23	\$ 158,049.42

Terracina Community Development District

Budget vs. Actual

October 2022 through June 2023

	<u>Oct '22 - Jun 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
363.100 · O & M Assessments	168,488.55	171,428.00	-2,939.45	98.29%
363.810 · Debt Assessments	308,238.64	314,087.00	-5,848.36	98.14%
363.820 · Debt Assessment-Paid To Trustee	-293,594.59	-295,242.00	1,647.41	99.44%
363.830 · Tax Collector Fee	-5,504.44	-9,710.00	4,205.56	56.69%
363.831 · Discounts For Early Payment	-18,036.26	-19,421.00	1,384.74	92.87%
369.401 · Interest Income	3,089.03	120.00	2,969.03	2,574.19%
Total Income	<u>162,680.93</u>	<u>161,262.00</u>	<u>1,418.93</u>	<u>100.88%</u>
Expense				
511.122 · PR Tax Expense	275.40	560.00	-284.60	49.18%
511.131 · Supervisor Fees	3,600.00	7,000.00	-3,400.00	51.43%
511.301 · Aquatic Lake Maintenance	15,705.00	25,000.00	-9,295.00	62.82%
511.307 · Fountain Maintenance	16,275.00	15,000.00	1,275.00	108.5%
511.310 · Engineering	1,188.00	6,000.00	-4,812.00	19.8%
511.311 · Management Fees	26,964.00	35,952.00	-8,988.00	75.0%
511.312 · Secretarial Fees	3,150.00	4,200.00	-1,050.00	75.0%
511.315 · Legal Fees	3,319.01	5,000.00	-1,680.99	66.38%
511.318 · Assessment/Tax Roll	0.00	8,000.00	-8,000.00	0.0%
511.320 · Audit Fees	0.00	4,225.00	-4,225.00	0.0%
511.450 · Insurance	6,442.00	6,400.00	42.00	100.66%
511.480 · Legal Advertisements	247.20	1,500.00	-1,252.80	16.48%
511.512 · Miscellaneous	282.88	1,100.00	-817.12	25.72%
511.513 · Postage and Delivery	66.63	300.00	-233.37	22.21%
511.514 · Office Supplies	410.85	600.00	-189.15	68.48%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	0.00	4,500.00	-4,500.00	0.0%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	1,499.94	2,000.00	-500.06	75.0%
511.800 · Contingency/Fountains	0.00	33,400.00	-33,400.00	0.0%
Total Expense	<u>79,600.91</u>	<u>161,262.00</u>	<u>-81,661.09</u>	<u>49.36%</u>
Net Income	<u>83,080.02</u>	<u>0.00</u>	<u>83,080.02</u>	<u>100.0%</u>

Terracina Community Development District
Expenditures
October 2022 through June 2023

Expenditures	Date	Num	Name	Vendor	Amount
511.122 · PR Tax Expense					
	11/17/2022	PR 11.14.22		mtg 11.14.22 ck 11.18.22 (Colella L, Colella G, Eaquerete J, Ameer S)	61.20
	02/16/2023	PR 02.13.23		mtg 02.13.23 ck 02.16.23 (Colella L, Colella G, Saunders C,, Ameer S)	61.20
	05/23/2023	PR 05.04.23		mtg 05.08.23 ck 05.10.23 (Colella L, Colella G, Saunders C, Esquerete J, Ameer S)	76.50
	06/14/2023	PR 06.12.23		mtg 06.12.23 ck 06.15.23 (Colella L, Colella G, Saunders C, Esquerete J, Ameer S)	76.50
Total 511.122 · PR Tax Expense					<u>275.40</u>
511.131 · Supervisor Fees					
	11/17/2022	PR 11.14.22		mtg 11.14.22 ck 11.18.22 (Colella L, Colella G, Eaquerete J, Ameer S)	800.00
	02/16/2023	PR 02.13.23		mtg 02.13.23 ck 02.16.23 (Colella L, Colella G, Saunders C,, Ameer S)	800.00
	05/23/2023	PR 05.04.23		mtg 05.08.23 ck 05.10.23 (Colella L, Colella G, Saunders C, Esquerete J, Ameer S)	1,000.00
	06/14/2023	PR 06.12.23		mtg 06.12.23 ck 06.15.23 (Colella L, Colella G, Saunders C, Esquerete J, Ameer S)	1,000.00
Total 511.131 · Supervisor Fees					<u>3,600.00</u>
511.301 · Aquatic Lake Maintenance					
	10/01/2022	188174	Allstate Resource Management Inc.	Lake, Mitigation and Debris	1,745.00
	11/01/2022	188883	Allstate Resource Management Inc.	Lake, Mitigation and Debris Management Services Recurring	1,695.00
	11/01/2022	188883	Allstate Resource Management Inc.	Debris Removal Services Recurring	50.00
	12/01/2022	189594	Allstate Resource Management Inc.	Lake, Mitigation and Debris	1,745.00
	01/01/2023	190332	Allstate Resource Management Inc.	Lake, Mitigation and Debris	1,745.00
	02/01/2023	191125	Allstate Resource Management Inc.	Lake, Mitigation and Debris	1,695.00
	02/01/2023	191125	Allstate Resource Management Inc.	Debris Removal	50.00
	03/01/2023	19126	Allstate Resource Management Inc.	Fountain Maint	1,695.00
	03/01/2023	19126	Allstate Resource Management Inc.	Debris Removal	50.00
	04/01/2023	19903	Allstate Resource Management Inc.	Lake, Mitigation and Debris	1,695.00
	04/01/2023	19903	Allstate Resource Management Inc.	Debris Removal	50.00
	05/01/2023	21001	Allstate Resource Management Inc.	Lake, Mitigation and Debris	1,695.00
	05/01/2023	21001	Allstate Resource Management Inc.	Debris Removal	50.00
	06/01/2023	21710	Allstate Resource Management Inc.	Lake Maint June 2023	1,695.00
	06/01/2023	21710	Allstate Resource Management Inc.	Lake Maint June 2023	50.00
Total 511.301 · Aquatic Lake Maintenance					<u>15,705.00</u>

Terracina Community Development District
Expenditures
October 2022 through June 2023

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Vendor</u>	<u>Amount</u>
511.307 · Fountain Maintenance					
	10/01/2022	188174	Allstate Resource Management Inc.	Fountain Maint	640.00
	10/09/2022	188080	Allstate Resource Management Inc.	Fountain Service- Replace White LED White 80-watt SS Set_4 Light	7,890.00
	11/01/2022	188883	Allstate Resource Management Inc.	Fountain/Aerator Maintenance Services Recurring	640.00
	12/01/2022	189594	Allstate Resource Management Inc.	Fountain Maint	640.00
	01/01/2023	190332	Allstate Resource Management Inc.	Fountain Maint	640.00
	02/01/2023	191125	Allstate Resource Management Inc.	Fountain Maint	640.00
	03/01/2023	19126	Allstate Resource Management Inc.	Lake, Mitigation and Debris	640.00
	04/01/2023	19903	Allstate Resource Management Inc.	Fountain Maint	640.00
	04/12/2023	20527	Allstate Resource Management Inc.	1X Fountain / Aerator Maintenance Services-AM Power Unit FactoryRepair-5HP	2,625.00
	05/01/2023	21001	Allstate Resource Management Inc.	Fountain/ Aerator Maint	640.00
	06/01/2023	21710	Allstate Resource Management Inc.	Lake Maint June 2023	640.00
Total 511.307 · Fountain Maintenance					<u>16,275.00</u>
511.310 · Engineering					
	03/31/2023	31048	Engenuity Group, Inc. (formally SFRN)	Professional Services for the Period: 3/1/2023 to 3/31/2023	594.00
	05/31/2023	50149	Engenuity Group, Inc. (formally SFRN)	Work Included Lake Bank Washout Site Visits, Coordination 17 Annual Report (2022)	594.00
Total 511.310 · Engineering					<u>1,188.00</u>
511.311 · Management Fees					
	10/31/2022	2022-1627	Special District Services, Inc.	Management Oct 2022	2,996.00
	11/30/2022	2022-1731	Special District Services, Inc.	Management Nov 2022	2,996.00
	12/31/2022	2022-1941	Special District Services, Inc.	Management Dec 2022	2,996.00
	01/31/2023	2023-0028	Special District Services, Inc.	Management Fee Jan 2023	2,996.00
	02/28/2023	2023-0136	Special District Services, Inc.	Management Fee Feb 2023	2,996.00
	03/31/2023	2023-0245	Special District Services, Inc.	Management Fee March 2023	2,996.00
	04/30/2023	2023-0352	Special District Services, Inc.	Management Fee April 2023	2,996.00
	05/31/2023	2023-0477	Special District Services, Inc.	Management Fee May 2023	2,996.00
	06/30/2023	2023-0588	Special District Services, Inc.	Management Fee June 2023	2,996.00
Total 511.311 · Management Fees					<u>26,964.00</u>
511.312 · Secretarial Fees					
	10/31/2022	2022-1627	Special District Services, Inc.	Secretarial Oct 2022	350.00
	11/30/2022	2022-1731	Special District Services, Inc.	Secretarial Nov 2022	350.00
	12/31/2022	2022-1941	Special District Services, Inc.	Secretarial Dec 2022	350.00
	01/31/2023	2023-0028	Special District Services, Inc.	Secretarial Fee Jan 2023	350.00
	02/28/2023	2023-0136	Special District Services, Inc.	Secretarial Fee Feb 2023	350.00
	03/31/2023	2023-0245	Special District Services, Inc.	Secretarial Fee March 2023	350.00
	04/30/2023	2023-0352	Special District Services, Inc.	Secretarial Fee April 2023	350.00
	05/31/2023	2023-0477	Special District Services, Inc.	Secretarial Fee May 2023	350.00
	06/30/2023	2023-0588	Special District Services, Inc.	Secretarial Fee June 2023	350.00
Total 511.312 · Secretarial Fees					<u>3,150.00</u>

**Terracina Community Development District
Expenditures
October 2022 through June 2023**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Vendor</u>	<u>Amount</u>
511.315 · Legal Fees					
	10/31/2022	130272	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 10.31.22	1,089.10
	11/29/2022	130360	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 11.29.22	481.60
	12/29/2022	130427	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 12.29.22	108.85
	02/24/2023	130560	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 02.24.23	540.00
	03/29/2023	130620	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 03.29.23	121.60
	04/21/2023	130706	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 04.21.23	157.50
	05/31/2023	130795	Caldwell Pacetti Edwards Schoech & Viator	Legal Services 05.31.23	820.36
Total 511.315 · Legal Fees					<u>3,319.01</u>
511.450 · Insurance					
	10/01/2022	16401	Egis Insurance & Risk Advisors	Renew Policy #100122064 10/01/2022-10/01/2023	6,442.00
Total 511.450 · Insurance					<u>6,442.00</u>
511.480 · Legal Advertisements					
	10/31/2022	0005017002	CA Florida Holdings, LLC	FY 22/23 Mtg Schedule	247.20
Total 511.480 · Legal Advertisements					<u>247.20</u>
511.512 · Miscellaneous					
	10/31/2022	2022-1627	Special District Services, Inc.	Travel Sept 2022	9.75
	11/17/2022	PR 11.14.22		mtg 11.14.22 ck 11.18.22 (Colella L, Colella G, Eaquerete J, Ameer S)	52.60
	12/31/2022	2022-1941	Special District Services, Inc.	Travel Nov 2022	9.75
	02/16/2023	PR 02.13.23		mtg 02.13.23 ck 02.16.23 (Colella L, Colella G, Saunders C., Ameer S)	52.60
	03/31/2023	2023-0245	Special District Services, Inc.	Travel Feb 2023	10.21
	05/23/2023	PR 05.04.23		mtg 05.08.23 ck 05.10.23 (Colella L, Colella G, Saunders C, Esquerete J, Ameer S)	53.25
	05/23/2023	7310	The Commons Vista Park, LLC	Terracina CDD Reg Board Mtg	31.25
	06/14/2023	PR 06.12.23		mtg 06.12.23 ck 06.15.23 (Colella L, Colella G, Saunders C, Esquerete J, Ameer S)	53.25
	06/30/2023	2023-0588	Special District Services, Inc.	Travel May 2023	10.22
Total 511.512 · Miscellaneous					<u>282.88</u>
511.513 · Postage and Delivery					
	10/31/2022	2022-1627	Special District Services, Inc.	FedEx Sept 2022	1.03
	11/30/2022	2022-1731	Special District Services, Inc.	Postage Oct 2022	7.82
	02/28/2023	2023-0136	Special District Services, Inc.	Postage Jan 2023	2.85
	05/08/2023	FY 2023 Postage	Anne M. Gannon	Prorated Share of Tax Roll Postage Costs - FY 2023	30.00
	05/31/2023	2023-0477	Special District Services, Inc.	FedEx April 2023	16.59
	06/30/2023	2023-0588	Special District Services, Inc.	FedEx May 2023	8.34
Total 511.513 · Postage and Delivery					<u>66.63</u>

**Terracina Community Development District
Expenditures
October 2022 through June 2023**

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Vendor</u>	<u>Amount</u>
511.514 · Office Supplies					
	10/31/2022	2022-1627	Special District Services, Inc.	Copier Sept 2022	48.30
	10/31/2022	2022-1627	Special District Services, Inc.	Meeting Books Sept 2022	28.00
	11/30/2022	2022-1731	Special District Services, Inc.	Copier Oct 2022	3.75
	12/31/2022	2022-1941	Special District Services, Inc.	Copier Nov 2022	63.00
	12/31/2022	2022-1941	Special District Services, Inc.	Meeting Books Nov 2022	32.00
	01/31/2023	2023-0028	Special District Services, Inc.	Copier Dec 2022	6.90
	02/28/2023	2023-0136	Special District Services, Inc.	Copier Jan 2023	3.75
	03/31/2023	2023-0245	Special District Services, Inc.	Copier Feb 2023	88.20
	03/31/2023	2023-0245	Special District Services, Inc.	Meeting Books Feb 2023	32.00
	04/30/2023	2023-0352	Special District Services, Inc.	Copier March 2023	2.25
	05/31/2023	2023-0477	Special District Services, Inc.	Copier April 2023	9.45
	06/30/2023	2023-0588	Special District Services, Inc.	Copier May 2023	65.25
	06/30/2023	2023-0588	Special District Services, Inc.	Meeting Books May 2023	28.00
Total 511.514 · Office Supplies					410.85
511.540 · Dues, License & Subscriptions					
	10/03/2022	86741	Department of Economic Opportunity	Special District Fee FY 2022/2023	175.00
Total 511.540 · Dues, License & Subscriptions					175.00
511.750 · Website Management					
	10/31/2022	2022-1627	Special District Services, Inc.	Website Oct 2022	166.66
	11/30/2022	2022-1731	Special District Services, Inc.	Website Nov 2022	166.66
	12/31/2022	2022-1941	Special District Services, Inc.	Website Dec 2022	166.66
	01/31/2023	2023-0028	Special District Services, Inc.	Website Fee Jan 2023	166.66
	02/28/2023	2023-0136	Special District Services, Inc.	Website Fee Feb 2023	166.66
	03/31/2023	2023-0245	Special District Services, Inc.	Website Fee March 2023	166.66
	04/30/2023	2023-0352	Special District Services, Inc.	Website Fee April 2023	166.66
	05/31/2023	2023-0477	Special District Services, Inc.	Website Fee May 2023	166.66
	06/30/2023	2023-0588	Special District Services, Inc.	Website Fee June 2023	166.66
Total 511.750 · Website Management					1,499.94
Total Expenditures					79,600.91

**Terracina Community Development District
Balance Sheet
As of June 30, 2023**

	Operating Fund	Capital Projects Fund	Debt Service Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS						
Current Assets						
Checking/Savings Bank Account	165,473.25	0.00	0.00	0.00	0.00	165,473.25
Total Checking/Savings	165,473.25	0.00	0.00	0.00	0.00	165,473.25
Total Current Assets	165,473.25	0.00	0.00	0.00	0.00	165,473.25
Fixed Assets						
Storm Water Management	0.00	0.00	0.00	1,770,162.00	0.00	1,770,162.00
Fountains	0.00	0.00	0.00	114,601.00	0.00	114,601.00
Accum Depreciation - Storm Water Mgt	0.00	0.00	0.00	-885,075.00	0.00	-885,075.00
Accum Depreciation - Fountains	0.00	0.00	0.00	-13,344.00	0.00	-13,344.00
Total Fixed Assets	0.00	0.00	0.00	986,344.00	0.00	986,344.00
Other Assets						
Investments - Interest Account	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Reserve Account	0.00	0.00	15,173.31	0.00	0.00	15,173.31
Investments - Revenue Account	0.00	0.00	45,729.75	0.00	0.00	45,729.75
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Sinking Fund	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Cost Of Issuance Account	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non-Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00
Amount Available In DSF	0.00	0.00	0.00	0.00	60,903.06	60,903.06
Amount To Be Provided	0.00	0.00	0.00	0.00	2,329,096.94	2,329,096.94
Total Other Assets	0.00	0.00	60,903.06	0.00	2,390,000.00	2,450,903.06
TOTAL ASSETS	165,473.25	0.00	60,903.06	986,344.00	2,390,000.00	3,602,720.31
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable	7,423.83	0.00	0.00	0.00	0.00	7,423.83
Total Accounts Payable	7,423.83	0.00	0.00	0.00	0.00	7,423.83
Total Current Liabilities	7,423.83	0.00	0.00	0.00	0.00	7,423.83
Long Term Liabilities						
Special Assessment Debt (2021)	0.00	0.00	0.00	0.00	2,390,000.00	2,390,000.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00	2,390,000.00	2,390,000.00
Total Liabilities	7,423.83	0.00	0.00	0.00	2,390,000.00	2,397,423.83
Equity						
Net Income	83,080.02	0.00	219.76	0.00	0.00	83,299.78
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Investments in Gen Fixed Assets	0.00	0.00	0.00	1,884,763.00	0.00	1,884,763.00
Retained Earnings	74,969.40	0.00	60,683.30	-898,419.00	0.00	-762,766.30
Total Equity	158,049.42	0.00	60,903.06	986,344.00	0.00	1,205,296.48
TOTAL LIABILITIES & EQUITY	165,473.25	0.00	60,903.06	986,344.00	2,390,000.00	3,602,720.31