

*Premium Pointe
Community Development District*

*Agenda
May 28, 2021*

AGENDA

Premium Pointe

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

May 21, 2021

**Board of Supervisors
Premium Pointe
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Premium Pointe Community Development District** will be held **Friday, May 28, 2021 at 9:30 AM** at the Offices of **GMS-NF, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members
4. Approval of Minutes of March 26, 2021 Meeting
5. Consideration of Resolution 2021-30 Approving the Proposed Budget for Fiscal Year 2022 and Setting a Public Hearing
6. Consideration of Agreement with Kimley-Horn and Associates, Inc. for Professional Engineering Services
7. Ratification of Memorandum of Understanding with St. Johns County Property Appraiser
8. Appointment of Audit Committee and Chairman
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of FY2021 Funding Request #3 - 4
 - iii. Presentation of Number of Registered Voters - 0
10. Other Business
11. Supervisors Requests
12. Adjournment

Audit Committee Meeting

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

The second order of business of the Board of Supervisors is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is organizational matters. Section A is Administration of Oaths of Office to Newly Elected Board Members.

The fourth order of business is approval of the minutes of the March 26, 2021 meeting. The minutes are enclosed for your review.

The fifth order of business is consideration of Resolution 2021-30 approving the proposed budget for Fiscal Year 2022 and setting a public hearing. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of agreement with Kimley-Horn and Associates, Inc. for professional engineering services. A copy of the agreement is enclosed for your review.

The seventh order of business is ratification of memorandum of understanding with St. Johns County property appraiser. A copy of the MOU is enclosed for your review.

The eighth order of business is staff reports. Section C is the District Manager's report. Section 1 includes the balance sheet and income statement for your review. Section 2 is ratification of FY2021 funding requests. A copy of the funding request is enclosed for your review. A copy of the funding request is enclosed for your review. Section 3 is presentation of number of registered voters living within the boundaries of the district.

Following the adjournment of the Board of Supervisor's meeting, there will be a meeting of the Audit Committee to approve the Request for Proposals and selection criteria and the notice of RFP for auditing services. Enclosed for your review are copies of the RFP, selection criteria, and RFP notice.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,



George S. Flint
District Manager

CC: Jonathan Johnson, District Counsel
Darrin Mossing, GMS

Enclosures

**BOARD OF SUPERVISORS
MEETING**

MINUTES

MINUTES OF MEETING
PREMIUM POINTE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Premium Pointe Community Development District was held Friday, March 26, 2021 at 9:30 a.m. at the Offices of GMS-NF, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida.

Present and constituting a quorum were:

Owais Khanani	Chairman
Shaman Foradi	Vice Chairman
Michael Rich	Assistant Secretary
Kristin Banks	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Lindsey Whelan	District Counsel
Brian Deitsch	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum. Ms. Banks participated by phone.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint noted that only Board members and staff were present at the meeting. The next item followed.

SECOND ORDER OF BUSINESS

Organizational Matters

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

Mr. Flint administered the oath of office to Mr. Khanani, Mr. Foradi, and Mr. Rich.

B. Consideration of Resolution 2021-25 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint noted that this resolution certifies the results of the Landowners' Election that took place in February. Mr. Khanani attend as the proxy holder for the landowner and cast votes

on behalf of the landowner. Mr. Khanani and Mr. Foradi will serve 4 year terms and the other three Board members will serve 2 year terms.

On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, Resolution 2021-25 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

Mr. Flint stated that the Board is required to elect officers and it could be handled individually or as a slate. Currently Mr. Owais Khanani is Chairman, Mr. Foradi is Vice Chairman, and Mr. Rich, Ms. Banks, and Mr. Jawaad Khanani are serving as Assistant Secretaries.

D. Consideration of Resolution 2021-26 Electing Officers

Mr. Flint presented Resolution 2021-26 with the officers as slated above.

On MOTION by Mr. Rich, seconded by Mr. Owais Khanani, with all in favor, Resolution 2021-26 Electing Officers keeping the slate the same, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of January 22, 2021 Meeting and Acceptance of Minutes of the February 26, 2021 Landowners' Meeting

Mr. Flint presented the minutes of the January 22, 2021 meeting and the minutes of the February 26, 2021 Landowners' Meeting and asked for any comments, corrections, or changes to the minutes. The Board had no changes to the minutes.

On MOTION by Mr. Rich, seconded by Mr. Owais Khanani, with all in favor, Accepting the February 26, 2021 Landowners' Meeting minutes and Approving the January 22, 2021 Meeting Minutes, were approved.

FIFTH ORDER OF BUSINESS

Engineer's Report – ADDED

Mr. Flint noted that there were minor changes that were made to the report. Mr. Deitsch reviewed the changes for the Board. He noted that Elevation Pointe was changed to Premium Pointe. The Board had no questions for the engineer on the report.

Ms. Whelan asked Mr. Deitsch to confirm that he believes the costs incorporated in the report are reasonable for the scope of the project, and he answered yes they are. Ms. Whelan suggested that the Board approve the report in substantial form and delegate authority to make any final revisions to the Chairman.

On MOTION by Mr. Foradi, seconded by Mr. Rich, with all in favor, Approving the Engineer’s Report and Authorizing the Chairman to make final revisions to the report, was approved in substantial form.

SIXTH ORDER OF BUSINESS **Public Hearings**

A. Public Hearing on the Rules of Procedure

Mr. Flint asked for a motion to open the public hearing for the Rules of Procedure, the Uniform Collection Method, and the Fiscal Year 2021 Budget.

On MOTION by Mr. Rich, seconded by Mr. Owais Khanani, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2021-27 Adopting the District’s Rules of Procedure

Mr. Flint noted that the Board had previously reviewed a draft of the Rules of Procedure and there had been no changes since then. The Board had no changes. Mr. Flint noted that no members of the public were present to provide comment.

On MOTION by Mr. Rich, seconded by Mr. Owais Khanani, with all in favor, Resolution 2021-27 Adopting the District’s Rules of Procedure, was approved.

B. Public Hearing on the Uniform Collection Method

i. Consideration of Resolution 2021-28 Expressing the District’s Intent to Utilize the Uniform Method of Collection

Mr. Flint reviewed the resolution. He noted that the CDD as a government entity is afforded the ability to use the tax bill as the collection method for the Operating and Maintenance and Debt Service Assessments. In order for the CDD to use the Uniform Collection Method, they have to go through a public hearing process which involves publishing four notices in the newspaper for four consecutive weeks. The Board had no questions on the resolution. Mr. Flint noted that no members of the public were present to provide comment.

On MOTION by Mr. Owais Khanani, seconded by Mr. Rich, with all in favor, Resolution 2021-28 Expressing the District’s Intent to Utilize the Uniform Method of Collection, was approved.

C. Public Hearing on the Fiscal Year 2021 Budget

i. Consideration of Resolution 2021-29 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

Mr. Flint noted that the Board had previously approved the proposed budget for Fiscal Year 2021. The budget contemplates that they would operate under a Developer Funding Agreement which the Board approved previously, in lieu of imposing assessments. The Developer would only be responsible for the actual costs to the District, not the full amount of the adopted budget. Mr. Flint noted that no members of the public were present to provide comment.

On MOTION by Mr. Rich, seconded by Mr. Owais Khanani, with all in favor, Resolution 2021-29 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations, was approved.

SEVENTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Selection of District Engineer

Mr. Flint noted that the RFQ for engineering services was advertised in the newspaper and they received one response from Kimley-Horn. Mr. Flint reviewed their response to the RFQ for the Board.

On MOTION by Mr. Rich, seconded by Mr. Foradi, with all in favor, Ranking the Kimley-Horn Proposal for District Engineer Services as the #1 Proposal, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Whelan had nothing further to report to the Board.

B. Engineer

Mr. Deitsch had nothing further to report.

C. District Manager’s Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through February 28, 2021. No action was required they are for informational purposes only.

ii. Ratification of FY2021 Funding Request #2

Mr. Flint noted that Funding Request #2 was revised since the original request. A portion of the funding request is being tracked as a Capital Reimbursement related to the bond validation. Once bonds are issued they will reimburse the District or Developer for the funds that were advanced.

On MOTION by Mr. Foradi, seconded by Mr. Rich, with all in favor, Funding Request No. 2, was approved.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Flint adjourned the meeting at 2:16 p.m.

On MOTION by Mr. Foradi, seconded by Mr. Rich, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2021-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PREMIUM POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Premium Pointe Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 27, 2021

HOUR: 9:30 a.m.

LOCATION: Offices of GMS-NF, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF MAY, 2021.

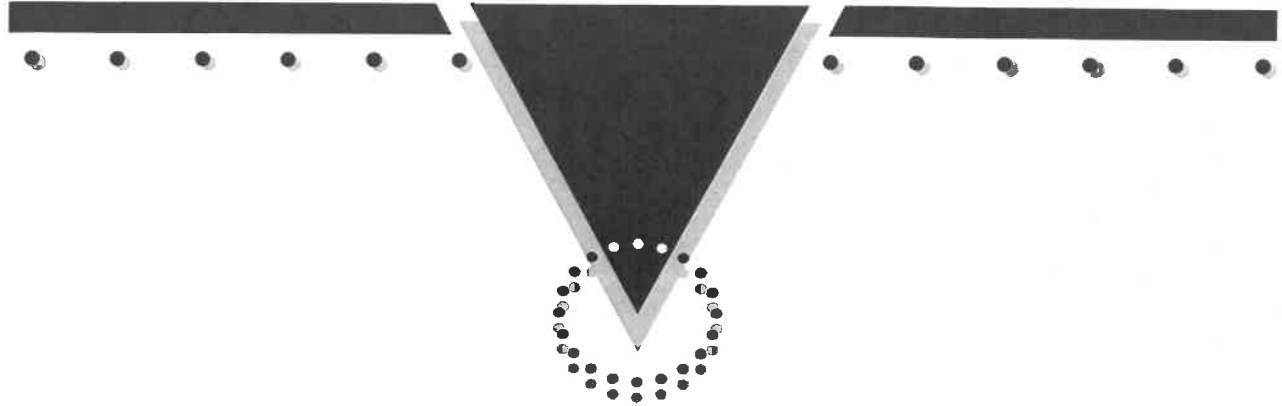
ATTEST:

**PREMIUM POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____



*Premium Pointe
Community Development District*

Proposed Budget

FY 2022

May 28, 2021



Premium Pointe
Community Development District
BUDGET

TABLE OF CONTENTS

General FundPage 1
General Fund NarrativePage 2-3

Premium Pointe

Community Development District

<u>Description</u>	<u>Adopted Budget *FY2021</u>	<u>Proposed Budget FY 2022</u>
<u>Revenues</u>		
Developer Contributions	\$75,630	\$108,593
Total Revenues	\$75,630	\$108,593
<u>Expenditures</u>		
<u>Administrative</u>		
Supervisors Fees	\$8,000	\$12,000
FICA Expense	\$612	\$918
Engineering	\$8,000	\$12,000
Attorney	\$16,667	\$25,000
Annual Audit	\$0	\$3,000
Assessment Administration	\$0	\$0
Management Fees	\$23,333	\$35,000
Information Technology	\$1,000	\$1,000
Website Maintenance	\$1,750	\$700
Telephone	\$200	\$200
Postage	\$667	\$1,000
Printing & Binding	\$667	\$1,000
Insurance	\$3,500	\$5,000
Legal Advertising	\$10,000	\$10,000
Other Current Charges	\$667	\$1,000
Office Supplies	\$417	\$600
Dues, Licenses & Subscriptions	\$150	\$175
Total Expenditures	\$75,630	\$108,593
Excess Revenues/(Expenditures)	\$0	\$0

*Please note that FY21 revenue and expenditures are prorated for 8 months.

Premium Pointe
Community Development District
BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the developer to fund the general fund expenditures for the fiscal year.

EXPENDITURES:

Administrative:

Supervisors Fees

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

FICA Expense

Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors' checks.

Engineering

The District contracts with Kimley-Horn to serve as District Engineer to provide general engineering services to the District, e.g., attendance and preparation for monthly board meetings, reviewing requisitions, etc.

Attorney

The District contracts with Hopping, Green and Sams to serve as District Counsel to provide general legal services to the District, e.g., attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent CPA Firm.

Assessment Administration

The District contracts with an Assessment Administrator to administer the collection of non-ad valorem assessments on all assessable property within the District.

Management Fees

The District contracts with Governmental Management Services to serve as District Manager to provide management, accounting and administrative services.

Premium Pointe
Community Development District
BUDGET

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage

Costs related to mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

General liability, public officials' liability and property insurance coverages.

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

SECTION VI

**AGREEMENT BETWEEN THE PREMIUM POINTE COMMUNITY
DEVELOPMENT DISTRICT AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this 28th day of May, 2021, by and between:

PREMIUM POINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located within St. Johns County, Florida, and with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“District”); and

KIMLEY-HORN AND ASSOCIATES, INC., a Florida corporation, with a mailing address of 189 S. Orange Avenue, Suite 1000, Orlando, Florida 32801 (“Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of the Board of County Commissioners in and for St. Johns County, Florida; and

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

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District had solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

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

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Article 2. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
 - 2. Providing professional engineering services including but not limited to review and execution of documents under the District’s Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - 3. Any other items requested by the Board of Supervisors.

- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by the District.
 - 2. Processing of contractor’s pay estimates.
 - 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner’s representative or “Engineer.”
 - 6. Any other activity related to construction as authorized by the Board.

- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“Work Authorization”). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 6. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 22.

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 8. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida’s public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 9. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of the District.

Article 12. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the

work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 13. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 14. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

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

Article 15. Contingent Fee. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer,

any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 16. Audit. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 17. Indemnification. Engineer shall indemnify, defend, and hold harmless the District, and the District's officers, employees and staff, wholly from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers, employees, and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

Article 18. Compliance with Public Records Laws. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-407-841-5524, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 19. Employment Verification. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 20. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in St. Johns County, Florida.

Article 21. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 23. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

Premium Pointe
Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526

Tallahassee, Florida 32314
Attn: Tucker Mackie

If to Engineer:

Kimley-Horn and Associates, Inc.
189 S. Orange Avenue, Suite 1000
Orlando, Florida 32801
Attn: Brian Deitsch

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

Article 24. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

Article 25. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 26. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 27. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

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

ATTEST:

**PREMIUM POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**KIMLEY-HORN AND ASSOCIATES, INC., a
Florida corporation**

Witness

By: Brian Deitsch

Exhibit A – Rate Schedule



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$125 - \$170
Professional	\$170 - \$210
Senior Professional I	\$210 - \$285
Senior Professional II	\$275 - \$310
Senior Technical Support	\$130 - \$200
Support Staff	\$95 - \$115
Technical Support	\$100 - \$140

Effective through June 30, 2021

Subject to annual adjustment thereafter

SECTION VII

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. JOHNS COUNTY PROPERTY APPRAISER
AND PREMIUM POINTE COMMUNITY DEVELOPMENT DISTRICT**

This Memorandum of Understanding ("MOU") dated April 22, 2021 is made between the Premium Pointe Community Development District, a local unit of special purpose government ("District"), and the St. Johns County Property Appraiser, a constitutional officer of the State of Florida ("Property Appraiser"). The parties agree as follows:

WHEREAS, the parties have a need for Property Assessment Records and GIS digital data for operation of certain functions; and

WHEREAS, the Property Appraiser, receives requests pursuant to Chapter 119, Florida Statutes, to protect information that is confidential and exempt from public disclosure; and

WHEREAS, the Property Appraiser redacts Property Assessment Records and GIS digital data based on such requests; and

WHEREAS, the District requires access to the unredacted Property Assessment Records and GIS digital data for proper functioning of governmental functions; and

WHEREAS, the parties desire to protect information that is confidential and exempt from disclosure pursuant to Florida Statutes.

NOW THEREFORE, the parties agree as follows:

1. The recitals above are hereby incorporated and made a part of this MOU.
2. The Property Appraiser will update and maintain the Property Assessment Records and GIS ownership data to protect the information that has been identified as confidential and exempt from public disclosure pursuant to Section 119.071(4)d.2., Fla. Stat., or other applicable Statute ("Exempt Information") and will include a reference to the statutory citation under which the exemption is being claimed. During the regularly scheduled update, the Property Appraiser, will save a file containing all data (both exempt and non-exempt); the file will be placed in a secure location with access available to the District. The Property Appraiser will be responsible for creating, maintaining and hosting the secure location available to the District. The data will be made available in a file format deemed appropriate by the Property Appraiser according to the nature of the data and placed in the secure folder created, maintained and hosted by the Property Appraiser. The Property Appraiser will provide credentials for access to the secure location and the District assumes responsibility for restricting access to data provided.
3. The District will update and maintain the data to protect the Exempt Information and will include a reference to the statutory citation under which the exemption is being claimed.
4. The District will share the confidential data corresponding to the confidential and exempt Property Assessment Records and GIS ownership data provided by the Property Appraiser, with the District and its statutorily authorized district manager, including the statutory citation under which the exemption is being claimed.
5. The parties agree to maintain the Exempt Information as confidential and exempt from public disclosure pursuant to Florida Statutes.

6. The parties agree to implement, maintain and update appropriate security measures and permissions within their respective networks to ensure that confidential data is only accessible by appropriate employees or agents in full compliance with Florida Law and administrative regulations. In addition, each party agrees to provide its employees with appropriate training to ensure the lawful access and use of such confidential information.

7. The parties agree to provide the redacted records and the applicable statutory exemption identified by the Property Appraiser and the District when responding to a public records request ~~that would include any portion of the Exempt Information.~~

8. Each party agrees to be responsible for the negligent acts of its officers, agents and employees. As between the parties, subject to the limitation of Section 768.28 Fla. Stat. Each party assumes the responsibility for the intentional or negligent acts or omissions of its employees. This provision shall not be deemed a waiver of the sovereign immunity afforded the parties by Florida law, the provisions of Section 768.28 Fla. Stat. or a consent to be sued by third parties.

9. This MOU may be terminated immediately by any party upon written notification to the other parties. Any dispute or conflict between the parties that arises from the implementation of the Agreement shall be provided in writing to representatives of the parties. The representatives shall meet to discuss disputed issue(s) and attempt in good faith to resolve such dispute(s).

10. Any modifications to this MOU must be made in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective duly authorized officers.

**ST. JOHNS COUNTY PROPERTY
APPRAISER**



Eddie Creamer, PROPERTY APPRAISER

**PREMIUM POINTE COMMUNITY
DEVELOPMENT DISTRICT**

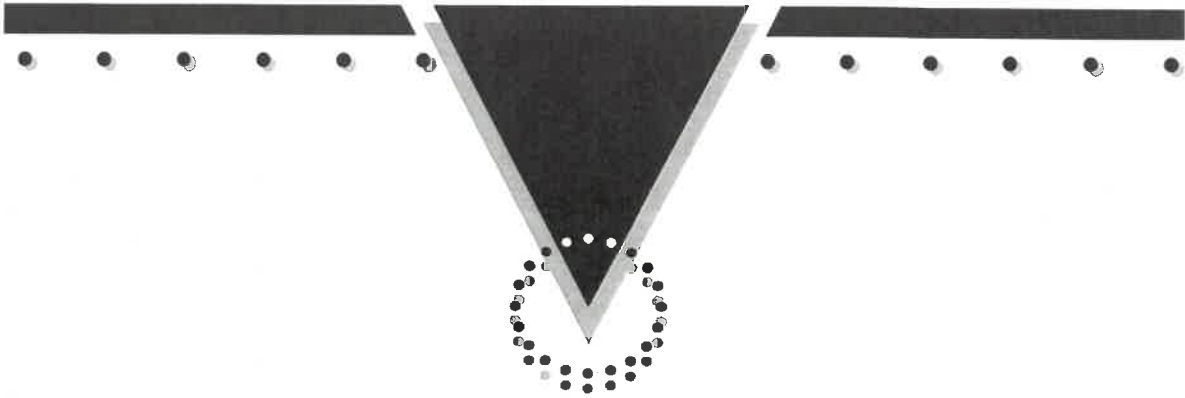


District Chairman

SECTION IX

SECTION C

SECTION 1



**Premium Pointe
Community Development District**

Unaudited Financial Reporting

April 30, 2021



Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund Income Statement</u>
3	<hr/>	<u>Month to Month</u>
4	<hr/>	<u>Developer Contributions Schedule</u>

Premium Pointe
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
April 30, 2021

	<u>General</u>
<u>ASSETS:</u>	
CASH	\$15,227
DUE FROM DEVELOPER	\$5,607
TOTAL ASSETS	<u>\$20,835</u>
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$6,254
DUE TO DEVELOPER	\$1,778
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNRESTRICTED	\$12,803
TOTAL LIABILITIES & FUND EQUITY	<u>\$20,835</u>

Premium Pointe
Community Development District

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending

April 30, 2021

	ADOPTED BUDGET	PRORATED BUDGET 4/30/21	ACTUAL 4/30/21	VARIANCE
REVENUES:				
Developer Contributions	\$75,630	\$44,118	\$35,509	(\$8,608)
TOTAL REVENUES	\$75,630	\$44,118	\$35,509	(\$8,608)
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisors Fees	\$8,000	\$4,667	\$0	\$4,667
FICA Expense	\$612	\$357	\$0	\$357
Engineering	\$8,000	\$4,667	\$0	\$4,667
Attorney	\$16,667	\$9,722	\$6,644	\$3,079
Management Fees	\$23,333	\$13,611	\$8,750	\$4,861
Information Technology	\$1,000	\$583	\$375	\$208
Website Creation/ADA Compliance	\$1,750	\$1,021	\$0	\$1,021
Telephone	\$200	\$117	\$0	\$117
Postage	\$667	\$389	\$25	\$364
Printing & Binding	\$667	\$389	\$166	\$223
Insurance	\$3,500	\$3,500	\$3,452	\$48
Legal Advertising	\$10,000	\$5,833	\$1,571	\$4,263
Other Current Charges	\$667	\$389	\$1,558	(\$1,169)
Office Supplies	\$417	\$243	\$15	\$228
Dues, Licenses & Subscriptions	\$150	\$150	\$150	\$0
TOTAL EXPENDITURES	\$75,630	\$45,638	\$22,706	\$22,932
EXCESS REVENUES (EXPENDITURES)	\$0		\$12,803	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$12,803	

Premium Pointe Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES													
Developer Contributions	\$0	\$0	\$0	\$0	\$20,250	\$13,207	\$2,052	\$0	\$0	\$0	\$0	\$0	\$35,509
TOTAL REVENUES	\$0	\$0	\$0	\$0	\$20,250	\$13,207	\$2,052	\$0	\$0	\$0	\$0	\$0	\$35,509
EXPENDITURES													
Supervisors Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$3,638	\$0	\$788	\$2,218	\$0	\$0	\$0	\$0	\$0	\$0	\$6,644
Management Fees	\$0	\$0	\$0	\$0	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$8,750
Information Technology	\$0	\$0	\$0	\$0	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$375
Website Creation/ADA Compliance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$25
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$166	\$0	\$0	\$0	\$0	\$0	\$166
Insurance	\$0	\$0	\$0	\$0	\$3,452	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,452
Legal Advertising	\$0	\$0	\$0	\$94	\$556	\$920	\$0	\$0	\$0	\$0	\$0	\$0	\$1,571
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$1,558	\$0	\$0	\$0	\$0	\$0	\$0	\$1,558
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$15
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL EXPENDITURES	\$0	\$0	\$3,732	\$3,732	\$7,988	\$7,737	\$3,248	\$0	\$0	\$0	\$0	\$0	\$22,706
EXCESS REVENUES (EXPENDITURES)	\$0	\$0	(\$3,732)	(\$3,732)	\$12,262	\$5,470	(\$1,197)	\$0	\$0	\$0	\$0	\$0	\$12,803

**Premium Pointe Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Date Prepared	Date Payment Received	Check Amount	Total Funding Request	General Fund Portion (21)	Capital (Due to Developer)	Over and (short) Balance Due
1	1/31/21	2/8/21	\$ 20,250.00	\$ 20,250.00	\$ 20,250.00	\$ -	\$ -
2	3/22/21	4/6/21	\$ 13,207.15	\$ 13,207.15	\$ 11,429.34	\$ 1,777.81	\$ -
3	4/14/21		\$ -	\$ 6,188.67	\$ 3,829.67	\$ 2,359.00	\$ 6,188.67
			\$ 33,457.15	\$ 39,645.82	\$ 35,509.01	\$ 4,136.81	\$ 6,188.67

Total Developer Contributions FY21

\$ 35,509.01

SECTION 2

Premium Pointe

Community Development District

FY 21 Funding Request #3

April 20, 2021

PAYEE	CAPITAL	
	REIMBURSEMENT	GENERAL FUND
1 Governmental Management Services Inv# 3 - Management Fees - April 2021		\$ 3,041.67
2 Hopping Green & Sams Inv # 121335 - General Counsel February 2021 Inv # 121336 - Bond Validation February 2021	\$ 2,359.00	\$ 788.00
	\$ 2,359.00	\$ 3,829.67
TOTAL		\$ 6,188.67

Please make check payable to:

Premium Pointe CDD
1408 Hamlin Ave Unit E
Saint Cloud FL 34771

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 3
Invoice Date: 4/1/21
Due Date: 4/1/21
Case:
P.O. Number:

Bill To:
Premium Pointe CDD
219 E Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - April 2021		2,916.67	2,916.67
Information Technology - April 2021		125.00	125.00
Office Supplies		15.30	15.30
Postage		25.34	25.34
Copies		166.05	166.05
Total			\$3,248.36
Payments/Credits			\$0.00
Balance Due			\$3,248.36

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

March 31, 2021

Premium Pointe CDD
c/o GMS - Central Florida
219 E Livingston Street
Orlando, FL 32801

Bill Number 121335
Billed through 02/28/2021

General Counsel

PPCDD 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

02/03/21	KFJ	Review proposed edits to engineering agreement; confer with Johnson.	0.20 hrs
02/04/21	JJ	Revise request for name change.	0.30 hrs
02/04/21	KFJ	Amend name change request; confer with Johnson.	0.40 hrs
02/08/21	KFJ	Prepare and transmit legislative newsletter.	0.30 hrs
02/15/21	JJ	Confer with Owais regarding disclosure form and follow up on same.	0.40 hrs
02/17/21	KFJ	Confer with Johnson regarding name change request and draft ordinance.	0.20 hrs
02/26/21	JLK	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	1.00 hrs
Total fees for this matter			\$788.00

MATTER SUMMARY

Johnson, Jonathan T.	0.70 hrs	410 /hr	\$287.00
Kilinski, Jennifer L.	1.00 hrs	325 /hr	\$325.00
Jusevitch, Karen F.- Paralegal	1.10 hrs	160 /hr	\$176.00

TOTAL FEES \$788.00

TOTAL CHARGES FOR THIS MATTER **\$788.00**

BILLING SUMMARY

Johnson, Jonathan T.	0.70 hrs	410 /hr	\$287.00
Kilinski, Jennifer L.	1.00 hrs	325 /hr	\$325.00
Jusevitch, Karen F.- Paralegal	1.10 hrs	160 /hr	\$176.00

TOTAL FEES \$788.00

=====

TOTAL CHARGES FOR THIS BILL

\$788.00

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

March 31, 2021

Premium Pointe CDD
c/o GMS - Central Florida
219 E Livingston Street
Orlando, FL 32801

Bill Number 121336
Billed through 02/28/2021

Bond Validation

PPCDD 00102 JJ

FOR PROFESSIONAL SERVICES RENDERED

02/01/21	JJ	Work session with Lewis regarding complaint and timing.	0.70 hrs
02/01/21	BEL	Review and revise complaint; transmit complaint to Dame for review.	1.50 hrs
02/01/21	KFJ	Confer with Lewis and Johnson regarding validation complaint.	0.20 hrs
02/02/21	KFJ	Correspond with district manager regarding validation complaint exhibits.	0.20 hrs
02/04/21	BEL	Follow-up regarding comments from Dame on complaint.	0.10 hrs
02/04/21	KFJ	Correspond with district manager regarding exhibits; confer with Lewis regarding complaint status.	0.50 hrs
02/09/21	KFJ	File bond validation complaint.	1.30 hrs
02/12/21	BEL	Correspondence with Jusevitch regarding hearing dates, answer, and acknowledgment of service; correspondence with Johnson regarding hearing dates.	0.20 hrs
02/12/21	KFJ	Confer with Lewis; prepare validation pleadings and correspond with assistant state attorney; research judicial calendar.	0.90 hrs
02/14/21	BEL	Correspondence with Jusevitch regarding hearing dates.	0.10 hrs
02/15/21	BEL	Correspondence with Jusevitch regarding hearing dates, answer, and acknowledgment of service.	0.20 hrs
02/15/21	KFJ	Confer with Lewis; research judicial calendar and correspond with assistant state attorney.	0.50 hrs
02/17/21	BEL	Coordinate with Jusevitch regarding hearing dates.	0.20 hrs
02/17/21	KFJ	Correspond with assistant state attorney regarding hearing date; schedule hearing and amend notice; confer with Johnson and Lewis; correspond with court.	1.30 hrs
02/18/21	BEL	Review Notice and Order to Show Cause (.1); coordinate regarding witness preparation session (.2).	0.30 hrs

=====

02/18/21	JJ	Review show cause order from Judge.	0.20 hrs
02/18/21	KFJ	Correspond with assistant state attorney regarding hearing notice; correspond with validation team regarding hearing and preparation meeting; correspond with newspaper regarding publication of hearing notice.	0.80 hrs
02/19/21	KFJ	Correspond with newspaper regarding publication of notice.	0.20 hrs
02/26/21	KFJ	Confirm publication of hearing notice.	0.20 hrs
Total fees for this matter			\$2,359.00

MATTER SUMMARY

Lewis, Brooke E.	2.60 hrs	390 /hr	\$1,014.00
Johnson, Jonathan T.	0.90 hrs	410 /hr	\$369.00
Jusevitch, Karen F.- Paralegal	6.10 hrs	160 /hr	\$976.00
TOTAL FEES			\$2,359.00

TOTAL CHARGES FOR THIS MATTER \$2,359.00

BILLING SUMMARY

Lewis, Brooke E.	2.60 hrs	390 /hr	\$1,014.00
Johnson, Jonathan T.	0.90 hrs	410 /hr	\$369.00
Jusevitch, Karen F.- Paralegal	6.10 hrs	160 /hr	\$976.00
TOTAL FEES			\$2,359.00

TOTAL CHARGES FOR THIS BILL \$2,359.00

Please include the bill number with your payment.

Premium Pointe

Community Development District

FY 21 Funding Request #4

May 19, 2021

PAYEE	CAPITAL	
	REIMBURSEMENT	GENERAL FUND
1 Governmental Management Services Inv# 4 - Management Fees - MAY 2021		\$ 3,086.16
2 Hopping Green & Sams Inv # 121934 - General Counsel March 2021 Inv # 121935 - Bond Validation March 2021	\$ 9,068.28	\$ 2,217.50
	\$ 9,068.28	\$ 5,303.66
	TOTAL \$ 14,371.94	

Please make check payable to:

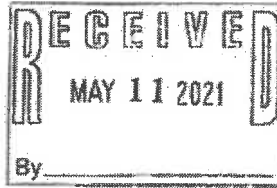
Premium Pointe CDD
1408 Hamlin Ave Unit E

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 4
 Invoice Date: 5/1/21
 Due Date: 5/1/21
 Case:
 P.O. Number:

Bill To:
 Premium Pointe CDD
 219 E Livingston St.
 Orlando, FL 32801



H

Description	Hours/Qty	Rate	Amount
Management Fees - May 2021		2,916.67	2,916.67
Information Technology - May 2021		125.00	125.00
Office Supplies		0.15	0.15
Postage		44.34	44.34
Total			\$3,086.16
Payments/Credits			\$0.00
Balance Due			\$3,086.16

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

April 15, 2021

Premium Pointe CDD
c/o GMS - Central Florida
219 E Livingston Street
Orlando, FL 32801

Bill Number 121934
Billed through 03/31/2021

General Counsel

PPCDD 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

03/04/21	JJ	Confer with George Flint regarding pending matters.	0.30 hrs
03/08/21	KFJ	Confer with Johnson regarding engineering agreement.	0.20 hrs
03/09/21	JJ	Work session with Flint regarding upcoming board meeting.	0.40 hrs
03/12/21	JJ	Confer with county attorney regarding name change and follow up on same.	0.40 hrs
03/18/21	KFJ	Confer with Johnson; correspond with agency staff and district manager regarding name change request.	0.70 hrs
03/19/21	JJ	Follow up with county regarding name change of district.	0.40 hrs
03/19/21	KFJ	Correspond with county staff regarding status of name change request; correspond with district manager regarding meeting documents.	0.60 hrs
03/24/21	JJ	Confer with district manager regarding pending matters.	0.30 hrs
03/24/21	KFJ	Correspond with staff and confer with Johnson regarding name change request; prepare draft application correspondence; correspond with district manager regarding filing fee.	0.80 hrs
03/26/21	JJ	Review agenda package and attend board meeting via telephone; post meeting follow up.	1.10 hrs
03/26/21	LCW	Attend March board meeting and follow-up from same.	1.20 hrs
03/26/21	KFJ	Distribute legislative newsletter.	0.20 hrs
03/30/21	KFJ	Confer with Johnson; file name change request with county.	0.40 hrs
03/31/21	JLK	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	0.50 hrs
03/31/21	KFJ	Confer with office staff and correspond with county regarding name change application delivery.	0.30 hrs

Total fees for this matter

\$2,217.50

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MATTER SUMMARY

Johnson, Jonathan T.	2.90 hrs	410 /hr	\$1,189.00
Kilinski, Jennifer L.	0.50 hrs	325 /hr	\$162.50
Jusevitch, Karen F.- Paralegal	3.20 hrs	160 /hr	\$512.00
Whelan, Lindsay C.	1.20 hrs	295 /hr	\$354.00

TOTAL FEES \$2,217.50

TOTAL CHARGES FOR THIS MATTER \$2,217.50

BILLING SUMMARY

Johnson, Jonathan T.	2.90 hrs	410 /hr	\$1,189.00
Kilinski, Jennifer L.	0.50 hrs	325 /hr	\$162.50
Jusevitch, Karen F.- Paralegal	3.20 hrs	160 /hr	\$512.00
Whelan, Lindsay C.	1.20 hrs	295 /hr	\$354.00

TOTAL FEES \$2,217.50

TOTAL CHARGES FOR THIS BILL \$2,217.50

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

April 15, 2021

Premium Pointe CDD
c/o GMS - Central Florida
219 E Livingston Street
Orlando, FL 32801

Bill Number 121935
Billed through 03/31/2021

Bond Validation

PPCDD 00102 JJ

FOR PROFESSIONAL SERVICES RENDERED

03/12/21	BEL	Review FJ, prehearing memo, and JS; correspondence regarding timing of submittal.	2.20 hrs
03/14/21	BEL	Review prehearing memorandum, final judgment, and prehearing stipulation.	2.50 hrs
03/16/21	BEL	Correspondence with Jusevitch regarding prehearing memorandum.	0.20 hrs
03/26/21	BEL	Correspondence regarding stipulation.	0.20 hrs
03/28/21	BEL	Correspondence regarding witness prep session.	0.20 hrs
03/29/21	BEL	Correspondence regarding preparation session and stipulation; review stipulation and cover letter; review all stipulation materials.	2.80 hrs
03/30/21	BEL	Prepare hearing outline; correspondence with Jusevitch.	2.20 hrs
03/04/21	KFJ	Correspond with newspaper regarding affidavit of publication.	0.20 hrs
03/08/21	JJ	Confer with client and district engineer regarding finalization of engineers report.	0.40 hrs
03/08/21	KFJ	Confer with Johnson and correspond with district manager regarding hearing exhibits; prepare joint stipulation; review judicial requirements and deadlines.	2.40 hrs
03/09/21	KFJ	Attend conference with district manager regarding hearing exhibits; amend joint stipulation and prepare certification forms; correspond with trustee regarding exhibit.	1.30 hrs
03/10/21	JJ	Confirm with district engineer regarding updated report; follow up on same.	0.70 hrs
03/10/21	KFJ	Prepare prehearing memorandum of law and draft final judgment.	0.90 hrs
03/11/21	JJ	Attend conference call with finance team regarding finalization of engineering report.	0.50 hrs
03/11/21	KFJ	Finalize draft final judgment; correspond with judicial assistant regarding hearing documents; confer with Johnson and Lewis regarding pleadings, exhibits and deadlines; update joint stipulation and correspond with district	2.30 hrs

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		manager.	
03/12/21	KFJ	Correspond with district manager and judicial assistant regarding hearing documents.	0.40 hrs
03/17/21	KFJ	File prehearing memorandum of law with court; correspond with district manager regarding meeting minutes and exhibit certificates.	0.70 hrs
03/18/21	JJ	Review correspondence and work session with Jusevitch.	0.30 hrs
03/18/21	KFJ	Prepare correspondence to judge regarding prehearing memo of law.	0.30 hrs
03/19/21	KFJ	Correspond with staff regarding transmittal of documents to court.	0.20 hrs
03/22/21	KFJ	Correspond with assistant state attorney regarding memo of law; confer with Johnson regarding meeting agenda and joint stipulation documents.	0.70 hrs
03/25/21	KFJ	Correspond with district manager regarding hearing exhibits.	0.60 hrs
03/26/21	JJ	Review status of engineers report; confer with Rich; confer with engineer; confer with Flint; follow up on same.	1.90 hrs
03/26/21	KFJ	Correspond with district manager regarding hearing exhibits; update joint stipulation and coordinate with office staff regarding preparation of documents for judge and assistant state attorney; confer with Lewis and Johnson.	3.40 hrs
03/29/21	KFJ	Correspond with witnesses regarding preparation meeting; correspond with assistant state attorney regarding hearing documents; file joint stipulation; prepare correspondence to judge; confer with Lewis; hearing preparation.	2.50 hrs
03/30/21	KFJ	Confer with Lewis; review hearing outline; correspond with witnesses; finalize hearing preparation documents.	1.80 hrs

Total fees for this matter \$8,407.00

DISBURSEMENTS

Document Reproduction	234.50
Filing Fee	414.00
United Parcel Service	12.78
Total disbursements for this matter	\$661.28

MATTER SUMMARY

Lewis, Brooke E.	10.30 hrs	390 /hr	\$4,017.00
Johnson, Jonathan T.	3.80 hrs	410 /hr	\$1,558.00
Jusevitch, Karen F.- Paralegal	17.70 hrs	160 /hr	\$2,832.00

TOTAL FEES	\$8,407.00
TOTAL DISBURSEMENTS	\$661.28

TOTAL CHARGES FOR THIS MATTER \$9,068.28

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BILLING SUMMARY

Lewis, Brooke E.	10.30 hrs	390 /hr	\$4,017.00
Johnson, Jonathan T.	3.80 hrs	410 /hr	\$1,558.00
Jusevitch, Karen F.- Paralegal	17.70 hrs	160 /hr	\$2,832.00

TOTAL FEES	\$8,407.00
TOTAL DISBURSEMENTS	\$661.28

TOTAL CHARGES FOR THIS BILL
\$9,068.28

Please include the bill number with your payment.

SECTION 3

April 27, 2021

Premium Pointe CDD
Attn: Lauren Vanderveer, Recording Secretary
c/o Gov't. Management Services, LLC
219 E. Livingston St.
Orlando, FL 32801

Dear Ms. Vanderveer:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

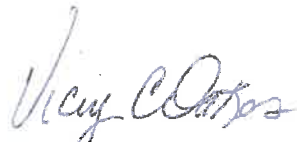
Premium Pointe CDD

0 registered voters in St. Johns County

This number is based on the streets within the legal description on file with the St. Johns County GIS department.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/ew

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

**PREMIUM POINTE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2021
St. Johns County, Florida**

INSTRUCTIONS TO PROPOSE

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Friday, August 20, 2021, at 2:00 P.M.**, at the offices of District Manager, located 219 East Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way 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. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit seven (7) copies and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Premium Pointe 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. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a 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 for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2021, 2022, 2023, 2024, 2025. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of the audit.

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

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

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

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

2. *Proposer's Experience.* (20 Points)

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

3. *Understanding of Scope of Work.* (20 Points)

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

4. *Ability to Furnish the Required Services.* (20 Points)

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

5. *Price.* (20 Points)

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

SECTION B

**PREMIUM POINTE
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Premium Pointe Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the **Fiscal Year ending September 30, 2021, with an option for four additional annual renewals.** The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in **St. Johns** County and has a general administrative operating fund.

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

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

Proposers must provide seven (7) copies and one (1) electronic copy of their proposal to **GMS - CF, LLC, District Manager, 219 East Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "Auditing Services - Premium Pointe Community Development District."** Proposals must be received by **Friday, August 20, 2021, 2:00 P.M.,** at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

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