



Rizzetta & Company

# **Trevesta Community Development District**

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## **Board of Supervisors' Meeting February 3, 2022**

**District Office:  
9428 Camden Field Parkway  
Riverview, FL 33578  
(813) 533-2950**

**[www.trevestacdd.org](http://www.trevestacdd.org)**



# **TREVESTA COMMUNITY DEVELOPMENT DISTRICT**

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

<b>Board of Supervisors</b>	Michael Stephens	Chairman
	Jim Harvey	Vice Chairman
	Anthony Campano	Assistant Secretary
	Paul Martin	Assistant Secretary
	Candice Smith	Assistant Secretary
<b>District Manager</b>	Taylor Nielsen	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jere Earlywine	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Matt Morris	Morris Engineering

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.



**TREVESTA COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FLORIDA 33578**  
[WWW.TREVESTACDD.ORG](http://WWW.TREVESTACDD.ORG)

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January 27, 2022

Board of Supervisors  
**Trevesta Community  
Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Trevesta Community Development District will be held on **Thursday, February 3, 2022 at 9:15 a.m.** at the Trevesta Clubhouse located at 6120 Trevesta Place, Palmetto, Florida 34221. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. STAFF REPORTS**
  - A. Field Manager Report & Responses..... Tab 1
  - B. District Counsel
  - C. District Engineer
  - D. District Manager
    1. Review of District Manager Report ..... Tab 2
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 4, 2021..... Tab 3
  - B. Consideration of the Minutes of the 2<sup>nd</sup> Audit Committee Meeting held on November 4, 2021..... Tab 4
  - C. Consideration of the Operations and Maintenance Expenditures for the Months of October, November & December 2021..... Tab 5
- 5. BUSINESS ITEMS**
  - A. Consideration of SunState Landscaping Enhancement Proposal ..... Tab 6
  - B. Ratification of EcoLogic Agreement for Environmental Services ..... Tab 7
  - C. Acceptance of Anthony Campano Resignation ..... Tab 8
  - D. Ratification of Non-Exclusive Perpetual Easement Agreement ..... Tab 9
  - E. Consideration of Amended and Restated Resolution 2022-02, Authorizing Chair to Execute Plats ..... Tab 10
  - F. Consideration of Amended and Restated Resolution 2022-03, Adopting Amended Prompt Payment Policies ..... Tab 11
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**



We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 533-2950.

Very truly yours,

*Taylor Nielsen*

Taylor Nielsen  
District Manager

cc: Jere Earlywine, KE Law Group



## MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

## TREVESTA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Trevesta Community Development District was held on **Thursday, November 4, 2021 at 9:36 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221.

Present and constituting a quorum were:

Michael Stephens	<b>Board Supervisor, Chairman</b>
Lauren Schrandt	<b>Board Supervisor, Assistant Secretary</b>
Paul Martin	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Taylor Nielsen	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Jere Earlywine	<b>District Counsel, KE Law Group</b>
Peter Simoes	<b>Solitude Lake Management (via phone)</b>
Bryan Schaub	<b>Field Service Manager, Rizzetta &amp; Company, Inc.</b>

### FIRST ORDER OF BUSINESS

#### Call to Order

Mr. Nielsen called the meeting to order and conducted the roll call.

### SECOND ORDER OF BUSINESS

#### Public Comment

There were no audience comments.

### THIRD ORDER OF BUSINESS

#### Consideration of the Minutes of the Board of Supervisors' Meeting held on August 5, 2021

Mr. Nielsen presented the minutes of the Board of Supervisors' meeting held on August 5, 2021 and asked if there were any questions. There were none.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 5, 2021, for the Trevesta Community Development District.



**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the 1<sup>st</sup>  
Audit Committee Meeting held on  
August 5, 2021**

Mr. Nielsen presented the minutes of the 1<sup>st</sup> Audit Committee meeting held on August 5, 2021 and asked if there were any questions. There were none.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board Approved the Minutes of the 1<sup>st</sup> Audit Committee Meeting held on August 5, 2021, for the Trevesta Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
August 23, 2021**

Mr. Nielsen presented the minutes of the Board of Supervisors' meeting held on August 23, 2021 and asked if there were any questions. There were none.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 23, 2021, for the Trevesta Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of O&M Expenditures  
for June, July & August 2021**

Mr. Nielsen presented the June, July & August 2021 Operation and Maintenance Expenditures. The Board had no questions or comments.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board approved the Operations and Maintenance Expenditures for June 2021 in the amount of (\$30,898.67), July 2021 in the amount of (\$49,890.19) and August 2021 in the amount of (\$8,913.11), for the Trevesta Community Development District.



**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,  
Waiving Meeting Notice**

Mr. Earlywine presented Resolution 2022-01, Waiving Meeting Notice to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board adopted Resolution 2022-01, Waiving Meeting Notice, for the Trevesta Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Holiday Lighting  
Proposal**

Mr. Nielsen presented the Holiday Lighting Proposal to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board approved a Not to Exceed amount of \$5,000.00 for holiday decorations, with the removal of the light pole decorations on the proposal presented, for the Trevesta Community Development District.

**NINTH ORDER OF BUSINESS**

**Memorandum of District Manager and  
District Engineer Regarding  
Stormwater Reporting Requirements**

Mr. Earlywine presented the Memorandum of District Manager and District Engineer Regarding Stormwater Reporting Requirements to the Board.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board approved the District Engineer a Not to Exceed amount of \$7,500.00 to complete the required wastewater analysis reporting, for the Trevesta Community Development District.

**TENTH ORDER OF BUSINESS**

**Ratification of Addendum to Irrigation  
Water Service Agreement &  
Amendment to Irrigation Water  
Withdrawal Easement Agreement**

Mr. Nielsen presented the Addendum to Irrigation Water Service & Amendment to Irrigation Water Withdrawal Easement Agreement to the Board for ratification.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board ratified the Addendum to Irrigation Water Service Agreement & Amendment to Irrigation Water Withdrawal Easement Agreement, for the Trevesta Community Development District.



**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

- A. Field Manager Report  
Mr. Schaub presented his report to the Board.
- B. District Counsel  
Mr. Earlywine stated he had no report.
- C. District Engineer  
Not present. No report.
- D. District Manager  
Mr. Nielsen advised that the next meeting of the Board of Supervisors is scheduled for Thursday, February 3, 2021 at 9:15 a.m.

1. Review of District Manager Report

Mr. Nielsen presented the District Manager Report to the Board.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board accepted the recommendation from the Audit Committee, and selected McDimit Davis as their new Audit Contractor, for the Trevesta Community Development District.

The Board tabled the Consideration of additional bike racks to be installed at the bus stop.

On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board approved the Consent of Assignment Contract for the RTS contract, for the Trevesta Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

Mr. Nielsen asked if there were any Supervisor questions or comments.

Board Supervisor Paul Martin, updated the Board that the cell tower would not be removed, and the lots surrounding it would be turned into maintained greenspace and most likely conveyed to the HOA.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**



142 Mr. Nielsen stated there was no further business to come before the Board and  
143 asked for a motion to adjourn the meeting.  
144

145 On a Motion by Mr. Martin, seconded by Mr. Stephens, with all in favor, the Board  
146 adjourned the meeting at 10:08 a.m., for the Trevesta Community Development District.  
147

148  
149 \_\_\_\_\_  
150 Secretary / Assistant Secretary

148  
149 \_\_\_\_\_  
150 Chairman / Vice Chairman



## MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

## TREVESTA COMMUNITY DEVELOPMENT DISTRICT

The 2<sup>nd</sup> Audit Committee meeting of the Board of Supervisors of Trevesta Community Development District was held on **Thursday, November 4, 2021 at 9:32 a.m.** at the Trevesta Clubhouse located at 6120 Trevesta Place, Palmetto, Florida 34221.

Present and constituting a quorum were:

Michael Stephens	<b>Board Supervisor, Chairman</b>
Lauren Schrandt	<b>Board Supervisor, Assistant Secretary</b>
Paul Martin	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Taylor Nielsen	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Jere Earlywine	<b>District Counsel, KE Law Group</b>

### FIRST ORDER OF BUSINESS

#### Call to Order

Mr. Nielsen called the meeting to order and conducted the roll call.

### SECOND ORDER OF BUSINESS

#### Ranking of Proposals

Mr. Nielsen presented the proposals received for the annual audit services to the Audit Committee and collected a maser scoring sheet from the committee. McDirmit Davis was the highest-ranked bidder with a total of 100 points. Berger, Toombs, Elam, Gaines & Frank received a total of 90 points and Grau & Associated received a total of 85 points, therefore were the lowest-ranked bidders.

### THIRD ORDER OF BUSINESS

#### Adjournment

Mr. Nielsen stated there was no further business to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Stephens, seconded by Mr. Martin, with all in favor, the Board adjourned the meeting at 9:36 a.m., for the Trevesta Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman



# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

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District Office · RIVERVIEW · Florida · 813-994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures October 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,558.79**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
KE Law Group, PLLC	000704	269	Legal Services 08/21	\$ 3,077.23
Peace River Electric Cooperative, Inc	000707	Monthly Summary 09/21	Monthly Electric Summary 09/21	\$ 3,522.89
Rizzetta & Company, Inc.	000705	INV0000061818	District Management Fees 10/21	\$ 4,858.67
Rizzetta Technology Services, LLC	000706	INV0000007957	Website Hosting Services 10/21	<u>\$ 100.00</u>
<b>Report Total</b>				<b><u>\$ 11,558.79</u></b>



# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

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District Office · RIVERVIEW · Florida · 813-994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures**

**November 2021**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$59,359.99**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cardno, Inc.	000708	319941	Phase: 5821 - Preserve Maintenance 09/21	\$ 11,525.00
Department of Economic Opportunity	000717	85327	Special District Filing Fee FY 21/22	\$ 175.00
Innersync Studio, Ltd	000709	19882	CDD Website Services- 10/21	\$ 1,537.50
KE Law Group, PLLC	000718	470	Legal Services 09/21	\$ 2,841.00
McClatchy Company, LLC	000719	67740	24976 IPL0024132 10/31/21	\$ 257.40
Morris Engineering and Consulting, LLC	000710	INV-2373	Engineering Services 09/21	\$ 2,250.00
Peace River Electric Cooperative, Inc	000711	Monthly Summary 10/21	Monthly Electric Summary 10/21	\$ 3,577.33
Peace River Electric Cooperative, Inc	000720	Monthly Summary 11/21	Monthly Electric Summary 11/21	\$ 3,573.28
Rizzetta & Company, Inc.	000712	INV0000061974	Assessment Roll Preparation FY 21/22	\$ 5,253.00
Rizzetta & Company, Inc.	000712	INV0000062509	District Management Fees 11/21	\$ 4,858.67
Rizzetta Technology Services, LLC	000713	INV0000008140	Website Hosting Services 11/21	\$ 100.00



## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sun State Landscape Management, Inc.	000721	38412	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 08/21	\$ 2,325.00
Sun State Landscape Management, Inc.	000714	38791	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 09/21	\$ 1,496.22
Sun State Landscape Management, Inc.	000714	38792	2nd Entry Ext & 2nd Section Buffalo Landscape 09/21	\$ 3,701.59
Sun State Landscape Management, Inc.	000714	38793	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 09/21	\$ 4,650.00
Sun State Landscape Management, Inc.	000714	39118	Irrigation Repairs 09/21	\$ 196.90
Sun State Landscape Management, Inc.	000714	39255	Trimming Of Trees 09/21	\$ 1,850.00
Sun State Landscape Management, Inc.	000721	39639	Irrigation Repairs 09/21	\$ 221.58
Total Community Maintenance, LLC	000716	4160	Christmas Decor 11/21	\$ 4,537.08
Trevesta Irrigation LLC	000715	Sep-21	Phase 1A & 1B Common Area 09/21	<u>\$ 4,433.44</u>
<b>Report Total</b>				<u><b>\$ 59,359.99</b></u>



# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

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District Office · RIVERVIEW · Florida · 813-994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures**

**December 2021**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2021 through December 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$52,748.22**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Fountains & Equipment LLC	000722	CM-2112	Fountain Cleaning 11/21	\$ 350.00
KE Law Group, PLLC	000728	646	Legal Services 10/21	\$ 937.31
Morris Engineering and Consulting, LLC	000729	INV-2490	Engineering Services 11/21	\$ 2,025.00
Peace River Electric Cooperative, Inc	000730	Monthly Summary 12/21	Monthly Electric Summary 12/21	\$ 3,099.46
Rizzetta & Company, Inc.	000723	INV0000063091	District Management Fees 12/21	\$ 4,858.67
Rizzetta Technology Services, LLC	000724	INV0000008232	Website Hosting Services 12/21	\$ 100.00
Solitude Lake Management	000731	PI-A00690101	Vegetation Clearing 10/21	\$ 200.00
Solitude Lake Management	000725	PI-A00691817	Lake & Pond Maintenance 10/21	\$ 452.91
Solitude Lake Management	000731	PI-A00699023	Lake & Pond Maintenance 11/21	\$ 1,621.00
Solitude Lake Management	000731	PI-A00713363	Fountain Repair 11/21	\$ 162.25



## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management	000731	PI-A00716891	Lake & Pond Maintenance 12/21	\$ 1,621.00
Sun State Landscape Management, Inc.	000726	39344	Monthly Maintenance Common Areas 10/21	\$ 4,720.38
Sun State Landscape Management, Inc.	000726	39346	Monthly Maintenance 2nd Section Buffalo- 10/21	\$ 3,701.59
Sun State Landscape Management, Inc.	000726	39347	Monthly Maint PH 3 Pond 10/21	\$ 4,650.00
Sun State Landscape Management, Inc.	000726	39640	Irrigation Repairs 10/21	\$ 622.23
Sun State Landscape Management, Inc.	000732	39845	Monthly Maintenance Common Areas 11/21	\$ 4,720.38
Sun State Landscape Management, Inc.	000732	39846	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 11/21	\$ 1,496.22
Sun State Landscape Management, Inc.	000732	39847	Monthly Maintenance 2nd Section Buffalo- 11/21	\$ 3,701.59
Sun State Landscape Management, Inc.	000732	39848	Monthly Maint PH 3 Pond 11/21	\$ 4,650.00
Sun State Landscape Management, Inc.	000726	39950	Irrigation Repairs 10/21	\$ 191.35



## Trevesta Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Trevesta Irrigation LLC	000733	Nov-21	Phase 1A & 1B Common Area 11/21	\$ 4,433.44
Trevesta Irrigation LLC	000727	OCt-21	Phase 1A & 1B Common Area 10/21	<u>\$ 4,433.44</u>
<b>Report Total</b>				<b><u><u>\$ 52,748.22</u></u></b>



## RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Trevesta 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 construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

**WHEREAS**, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute the Conveyance Documents; and

**WHEREAS**, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT:**

**1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. DELEGATION OF AUTHORITY.** The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept



and/or execute any such Conveyance Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

**3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**TREVESTA COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of  
Supervisors



## RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Trevesta Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) has previously adopted the *Prompt Payment Policies and Procedures* (“Policies”) to govern prompt payments; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* (“Amended Policies”), attached hereto as **Exhibit A**, for immediate use and application.

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

**SECTION 1.** The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.



**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**TREVESTA COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended and Restated Prompt Payment Policies and Procedures



**EXHIBIT A**

**TREVESTA COMMUNITY DEVELOPMENT  
DISTRICT**

**Amended & Restated**

**Prompt Payment Policies and Procedures**

In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes*

\_\_\_\_\_, 2022



**Trevesta Community Development District**  
**Amended and Restated Prompt Payment Policies and Procedures**

**Table of Contents**

I.	Purpose .....	1
II.	Scope .....	1
III.	Definitions .....	1
	A. Agent .....	1
	B. Construction Services .....	1
	C. Contractor or Provider of Construction Services .....	1
	D. Date Stamped .....	1
	E. Improper Invoice .....	2
	F. Improper Payment Request .....	2
	G. Non-Construction Goods and Services.....	2
	H. Proper Invoice .....	2
	I. Proper Payment Request .....	2
	J. Provider .....	2
	K. Purchase .....	2
	L. Vendor .....	2
IV.	Proper Invoice/Payment Request Requirements .....	3
	A. General .....	3
	B. Sales Tax .....	3
	C. Federal Identification and Social Security Numbers .....	3
	D. Proper Invoice for Non-Construction Goods and Services .....	3
	E. Proper Payment Request Requirements for Construction Services .....	4
V.	Submission of Invoices and Payment Requests .....	4
VI.	Calculation of Payment Due Date .....	5
	A. Non-Construction Goods and Services Invoices .....	5
	B. Payment Requests for Construction Services .....	6
VII.	Resolution of Disputes .....	7
	A. Dispute Between the District and a Provider .....	7
	B. Dispute Resolution Procedures .....	7
VIII.	Purchases Involving Federal Funds or Bond Funds.....	8
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage .....	8
X.	Late Payment Interest Charges .....	9
	A. Related to Non-Construction Goods and Services .....	9
	B. Related to Construction Services .....	9
	C. Report of Interest .....	9



**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Trevesta Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,



which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.



#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone [REDACTED] / email: [REDACTED]).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date



4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).



**1. Mailing and Drop Off Address**

Trevesta Community Development District

c/o \_\_\_\_\_

Attn: District Manager

**2. Email Address**

**VI. Calculation of Payment Due Date**

**A. Non-Construction Goods and Services Invoices**

**1. Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

**2. Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

**3. Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the



corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.



**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.



2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.



7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

##### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.



**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).