## Auburn Lakes Community Development District

Meeting Agenda

April 1, 2025

# AGENDA

## Community Development District

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

March 25, 2025

**Board of Supervisors Meeting Auburn Lakes Community Development District** 

Dear Board Members:

A meeting of the Board of Supervisors of the Auburn Lakes Community Development District will be held on Tuesday, April 1, 2025 at 2:30 PM at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Zoom Video Link: https://us06web.zoom.us/j/85246540239

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 852 4654 0239

Following is the advance agenda for the meeting:

## **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period (Public Comments will be limited to three (3) minutes)
- 3. Organizational Matters
  - A. Administration of Oath of Office to Lee Moore (Seat #3—Elected at the July 29, 2024 Landowners' Election)
- 4. Approval of Minutes of the July 29, 2024 Board of Supervisors Meeting and July 29, 2024 Landowners' Meeting
- 5. Consideration of Resolution 2025-01 Approving the Proposed Fiscal Year 2025/2026 Budget (Suggested Date: July 1, 2025) and Setting the Public Hearing on the Adoption of the Fiscal Year 2025/2026 Budget
- 6. Consideration of Resolution 2025-02 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
- 7. Ratification of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 8. Ratification of 2025 Contract Agreement with Polk County Property Appraiser
- 9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement

- 10. Other Business
- 11. Appointment of Audit Committee
- 12. Supervisors Requests and Audience Comments
- 13. 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

# **MINUTES**

## MINUTES OF MEETING AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Auburn Lakes Community Development District was held Monday, **July 29, 2024** at 11:02 a.m. at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida.

## Present and constituting a quorum:

Lee SaundersChairmanDaniel LewisVice ChairmanDuane "Rocky" OwenAssistant SecretaryThomas FranklinAssistant Secretary

Also present were:

Jill Burns District Manager, GMS

Savannah Hancock District Counsel, Kilinski Van Wyk

Todd Amaden Landmark Engineering

## FIRST ORDER OF BUSINESS Roll Call

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

## SECOND ORDER OF BUSINESS Public Comment Period

Ms. Burns opened up the meeting for public comments. A member of the public asked where the project location is, and Mr. Saunders stated it is on the southwest corner of the Parkway and Old Dixie Highway.

## THIRD ORDER OF BUSNESS Organizational Matters

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

Ms. Burns administered the oath of office to the newly elected Board members that were present at the meeting.

B. Consideration of Resolution 2024-34 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns stated that as a result of the landowners' election meeting, Mr. Saunders and Mr. Lewis would serve four-year terms and Mr. Moore, Mr. Owen, and Mr. Franklin would serve two-year terms.

On MOTION by Mr. Saunders, seconded by Mr. Franklin, with all in favor, Resolution 2024-34 Canvassing and Certifying the Results of the Landowners' Election, was approved.

#### C. Election of Officers

Ms. Burns stated that the Board was required to elect officers per Florida state statute.

## D. Consideration of Resolution 2024-35 Electing Officers

Board consensus was for Mr. Saunders to serve as the Chairman and Mr. Lewis to serve as the Vice Chairman. Mr. Moore, Mr. Owen, and Mr. Franklin would serve as Assistant Secretaries.

On MOTION by Mr. Saunders, seconded by Mr. Franklin, with all in favor, Resolution 2024-35 Electing Officers as slated above, was approved.

#### FOURTH ORDER OF BUSINESS

## Approval of Minutes of the May 23, 2024 Organizational Meeting

Ms. Burns presented the minutes of the May 23, 2024 organizational meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Minutes of the May 23, 2024 Organizational Meeting, were approved.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for Remaining Fiscal Year 2024 Meetings and Upcoming Fiscal Year 2025 Meetings (tabled from Organizational Meeting on May 23,2024)

Ms. Burns noted that this item was tabled from the prior meeting because the date and time that staff had suggested did not work for all the Board members. Ms. Burns stated that the Board

consensus was to meet on the first Tuesday of the month at 2:30 p.m. at the Lake Alfred Public Library, 245 N Seminole Ave., Winter Haven, Florida.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for Remaining Fiscal Year 2024 Meetings and Upcoming Fiscal Year 2025 Meetings for the 1st Tuesday of the month at 2:30 p.m. at the Lake Alfred Public Library, 245 N Seminole Ave., Winter Haven, Florida, was approved.

#### SIXTH ORDER OF BUSINESS

## **Public Hearings**

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

Ms. Burns noted that this public hearing had been advertised in accordance with the state statutes and a mailed notice was sent the landowner. She asked for a motion to open the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Owen, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted that there were no members of the public present at this time to provide public comments. She asked for a motion to close the public hearing.

On MOTION by Mr. Owen, seconded by Mr. Saunders, with all in favor, Closing the Public Hearing, was approved.

## i. Presentation of Engineer's Report

Mr. Amaden reviewed the Engineer's report. He noted that the project area is about 255 acres generally south Winn Dixie Road west of road 570. He noted that the report covers the public infrastructure improvements of the land within the District. There are 233 single family homes, 266 townhomes, 312 multifamily units, and 1 hotel with 85 rooms. There are a total of 896 units. The report describes all the different facilities that will be constructed like roadways, water and sewer including off site transportation improvements, off site water and sewer, reclaimed water, recreational amenities, environmental amenities, and professional services. Section 5 shows the cost estimate totaling \$35,243,000.

Ms. Hancock asked Mr. Amaden if based on his experience are the cost estimates in the Engineer's report as supplemented, reasonable and proper. Mr. Amaden answered yes. Ms. Hancock asked Mr. Amaden if he had any reason to believe that the Capital Improvement Plan cannot be carried out by the District. Mr. Amaden answered no.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, the Engineer's Report, was approved.

## ii. Presentation of Master Assessment Methodology

Ms. Burns reviewed the methodology report for the Board. She noted that this report allocates debt to the properties that benefit from the Capital Improvement Plan that Mr. Amaden reviewed in the Engineer's report. Table 1 shows the development program and outlines the 896 unit types and REU's. Table 2 shows the infrastructure cost estimate totaling \$35,243,000. Table 3 shows an estimated bond sizing of \$49,025,000. Table 4 shows the allocation of benefit which shows the improvement cost for each of the product types. Table 5 shows the par debt per unit which is the most amount of debt that they would issue on those product types. For the single-family units it is \$74,034, for the townhomes it is \$55,525, for the multifamily it is \$44,420, and the hotel is \$37,017. The gross annual debt assessment per unit is the maximum amount that would be collected per product type on the Polk County tax bill. The single-family assessment is \$7,071, the townhome assessment is \$5,303, multifamily assessment is \$4,243, and the hotel assessment is \$3,536. Table 7 is the preliminary assessment roll that allocates the debt by acre, there are 255.05 acres in the community and it is all owned by Auburn Lakes, LLC. Ms. Burns noted that there is a legal description attached to the assessment roll.

Ms. Hancock asked Ms. Burns in her professional opinion do the lands subject to the assessments receive special benefits from the District's Capital Improvement Plan. Ms. Burns answered yes. Ms. Hancock asked Ms. Burns in her professional opinion are the master assessments reasonably apportioned among the lands subject to the special assessments. Ms. Burns answered yes. Ms. Hancock asked Ms. Burns in her professional opinion is it reasonable, proper, and just to assess the costs of the Capital Improvement Plan as a system of improvements and against the lands in the District in accordance with your methodology. Ms. Burns answered yes. Ms. Hancock asked Ms. Burns if it is her opinion that the special benefits the lands will receive as set forth in the final assessment roll will be equal to or in excess of the maximum master

assessments thereon when allocated as set forth in the methodology. Ms. Burns answered yes. Ms. Hancock asked Ms. Burns if it is her opinion that it is in the best interest of the District that the master assessments be paid in accordance with the methodology and the District assessment resolutions. Ms. Burns answered yes.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, the Master Assessment Methodology, was approved.

## iii. Consideration of Resolution 2024-36 Levying Special Assessments

Ms. Burns stated that this will levy the assessments as outlined on the property.

On MOTION by Mr. Saunders, seconded by Mr. Franklin, with all in favor, Resolution 2024-36 Levying Special Assessments, was approved.

## iv. Consideration of Notice of Master Assessments

Ms. Burns stated that this notice will be recorded to put potential property owners who are purchasing within the District on notice of the lien that is on the property.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, the Notice of Master Assessments, was approved.

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

Ms. Burns noted that this public hearing had been advertised in accordance with the state statutes. She asked for a motion to open the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Franklin, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted that there were no members of the public present at this time to provide public comments. She asked for a motion to close the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2024-37 Expressing the District's Intent to Utilize the Uniform Method of Collection

Ms. Burns stated that this resolution will be sent to Polk County and will allow the District to collect assessments on the tax bill when they are ready to do so.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Resolution 2024-37 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

C. Public Hearing on the Adoption of the Fiscal Year 2023/2024 and 2024/2025 Budgets Ms. Burns noted that this public hearing had been advertised in accordance with the state statutes. She asked for a motion to open the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted that there were no members of the public present at this time to provide public comments. She asked for a motion to close the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2024-38 Adopting the District's Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Budgets and Appropriating Funds

Ms. Burns reviewed the Fiscal Year 2023/2024 and 2024/2025 budgets. The Board had no changes to the budget.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Resolution 2024-38 Adopting the District's Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Budgets and Appropriating Funds, was approved.

## D. Public Hearing on the Adoption of District Rules of Procedure & Amenity Policies and Rates

Ms. Burns noted that this public hearing had been advertised in accordance with the state statutes. She asked for a motion to open the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted that there were no members of the public present at this time to provide public comments. She asked for a motion to close the public hearing.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Closing the Public Hearing, was approved.

## i. Consideration of Resolution 2024-39 Adopting Rules of Procedure for the District

Ms. Burns reviewed the Rules of Procedures for the Board. She noted that these are the same set of rules that were in the agenda package at the organizational meeting. It is a general set of rules that govern the District and day to day activities.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Resolution 2024-39 Adopting Rules of Procedure for the District, was approved.

# ii. Consideration of Resolution 2024-40 Adopting Amenity Policies and Rates for the District

Ms. Burns reviewed the Amenity Policies and Rates for the Board. She noted that even though amenities are not built yet, this allows the District to have rules in place already once facilities are constructed.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Resolution 2024-40 Adopting Amenity Policies and Rates for the District, was approved.

#### SEVENTH ORDER OF BUSINESS

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

Ms. Burns noted that at the last meeting the Board authorized staff to issue an RFQ for engineering services. They received one response from Landmark Engineering. The Board consensus was to rank Landmark Engineering as the #1 proposal for District engineering services.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, Ranking Landmark Engineering as the #1 Proposal for District Engineering Services and Authorizing Staff to Send a Notice of Intent to Award, was approved.

### **EIGHTH ORDER OF BUSINESS**

# **Consideration of the Adoption of Goals** and Objectives for the District

Ms. Burns stated that there was a change in Florida statutes that requires all Districts to adopt goals and objectives annually. Ms. Burns reviewed the suggested goals located in the agenda package and the Board had no changes to the proposed goals.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, the Adoption of Goals and Objectives for the District, was approved.

### NINTH ORDER OF BUSINESS

**Staff Reports** 

## A. Attorney

Ms. Hancock had nothing further to report.

## B. Engineer

Mr. Amaden had nothing to report.

## C. District Manager's Report

Ms. Burns had no other business to report.

## TENTH ORDER OF BUSINESS

**Other Business** 

There being no comments, the next item followed.

## **ELEVENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments** 

There being no comments, the next item followed.

## TWELFTH ORDER OF BUSINESS Adjournment

Ms. Burns asked the Board for adjournment of the meeting.

On MOTION by Mr. Saunders, seconded by Mr. Lewis, with all in favor, the meeting was adjourned at 11:26 a.m.

Secretary/Assistant Secretary Chairman/Vice Chairman

## MINUTES OF MEETING AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Auburn Lakes Community Development District was held Monday, **July 29, 2024** at 11:00 a.m. at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida.

Present were:

Lee Saunders
Daniel Lewis
Duane "Rocky" Owen
Tom Franklin
Jill Burns
Savannah Hancock

Jill BurnsField Manager, GMSSavannah HancockDistrict Counsel, Kilinski Van WykTodd AmadenDistrict Engineer, Landmark Engineering

## FIRST ORDER OF BUSINESS

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

Ms. Burns noted that Lee Saunders was the representative for the proxy holder Auburn Lakes, LLC. He was authorized to cast up to 256 votes for each of the five seats up for election.

#### **SECOND ORDER OF BUSINESS**

Call to Order

Ms. Burns called the meeting to order.

## THIRD ORDER OF BUSNESS

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

Ms. Burns was elected as the Chairperson to conduct the Landowners' meeting.

## FOURTH ORDER OF BUSINESS

**Nominations for the Position of Supervisor** 

Mr. Saunders nominated Daniel Lewis, Lee Saunders, Lee Moore, Duane "Rocky" Owen, and Thomas Franklin to be Supervisors.

## FIFTH ORDER OF BUSINESS

## **Casting of Ballots**

Ms. Burns stated that Mr. Saunders casted 250 votes for Daniel Lewis, 250 votes for Lee Saunders, 200 votes for Lee Moore, 200 votes for Duane "Rocky" Owen, and 200 votes for Thomas Franklin.

## SIXTH ORDER OF BUSINESS

## **Ballot Tabulation**

Ms. Burns stated that Daniel Lewis and Lee Saunders would serve four-year terms, and Lee Moore, Duane "Rocky" Owen, and Thomas Franklin would serve two-year terms.

## SEVENTH ORDER OF BUSINESS

## **Landowner's Questions and Comments**

Ms. Burns asked for any questions or comments. Hearing no comments, the next item followed.

## EIGHTH ORDER OF BUSINESS

## Adjournment

Ms. Burns adjourned the meeting.

Secretary/Assistant Secretary	Chairman/Vice Chairman

# SECTION V

### RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 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 Auburn Lakes Community Development District ("District") prior to June 15, 2025, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2026"); 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 AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 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: Tuesday, July 1, 2025

HOUR: 2:30 PM

LOCATION: Lake Alfred Public Library

245 N Seminole Avenue Lake Alfred, Florida 33850

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Auburndale and Polk 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 1ST DAY OF APRIL 2025.

ATTEST:	AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT
Secretary	By:

**Exhibit A:** Proposed Budget for Fiscal Year 2026

Community Development District

Proposed Budget FY2026



## **Table of Contents**

1	General Fund
2-4	General Fund Narrative

## Community Development District General Fund

Description	Adopted Budget FY2025		Actuals Thru 2/28/25		Projected Next 7 Months	Projected Thru 9/30/25		Proposed Budget FY2026	
Revenues									
Developer Contributions	\$	224,678	\$ 7,678	\$	115,906	\$ 123,584	\$	395,378	
Total Revenues	\$	224,678	\$ 7,678	\$	115,906	\$ 123,584	\$	395,378	
<b>Expenditures</b>									
General & Administrative									
Supervisor Fees	\$	12,000	\$ -	\$	4,000	\$ 4,000	\$	12,000	
FICA Expenditures	\$	918	\$ -	\$	306	\$ 306	\$	918	
Engineering	\$	15,000	\$ -	\$	7,500	\$ 7,500	\$	15,000	
Attorney	\$	25,000	\$ 419	\$	12,500	\$ 12,919	\$	25,000	
Annual Audit	\$	-	\$ -	\$	-	\$ -	\$	5,000	
Assessment Administration	\$	-	\$ -	\$	-	\$ -	\$	5,000	
Arbitrage	\$	-	\$ _	\$	-	\$ =	\$	450	
Dissemination	\$	-	\$ -	\$	5,000	\$ 5,000	\$	5,000	
Trustee Fees	\$	-	\$ _	\$	4,500	\$ 4,500	\$	4,500	
Management Fees	\$	40,000	\$ 8,333	\$	11,667	\$ 20,000	\$	40,000	
Information Technology	\$	1,800	\$ 750	\$	1,050	\$ 1,800	\$	1,800	
Website Maintenance	\$	1,200	\$ 500	\$	700	\$ 1,200	\$	1,200	
Telephone	\$	300	\$ -	\$	150	\$ 150	\$	300	
Postage & Delivery	\$	1,000	\$ 38	\$	500	\$ 538	\$	1,000	
Insurance	\$	5,000	\$ 5,000	\$	-	\$ 5,000	\$	5,750	
Copies	\$	1,000	\$ -	\$	500	\$ 500	\$	1,000	
Legal Advertising	\$	15,000	\$ _	\$	9,000	\$ 9,000	\$	15,000	
Contingency	\$	5,000	\$ 191	\$	350	\$ 541	\$	5,000	
Office Supplies	\$	625	\$ 0	\$	125	\$ 125	\$	625	
Travel Per Diem	\$	660	\$ -	\$	330	\$ 330	\$	660	
Dues, Licenses & Subscriptions	\$	175	\$ 175	\$	-	\$ 175	\$	175	
Total General & Administrative:	\$	124,678	\$ 15,406	\$	58,178	\$ 73,584	\$	145,378	
Operations and Maintenance									
Field Expenditures									
Contingency	\$	100,000	\$ -	\$	50,000	\$ 50,000	\$	250,000	
Total Operations & Maintenance:	\$	100,000	\$ -	\$	50,000	\$ 50,000	\$	250,000	
Total Expenditures	\$	224,678	\$ 15,406	\$	108,178	\$ 123,584	\$	395,378	
Excess Revenues/(Expenditures)	\$	-	\$ (7,728)	\$	7,728	\$ -	\$	_	

## Community Development District General Fund Narrative

#### **Revenues:**

## **Developer Contributions**

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

#### **Expenditures:**

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

#### Supervisor Fees

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

## FICA Expenditures

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

#### **Engineering**

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

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

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

#### Annual Audit

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

#### Assessment Administration

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

#### Arbitrage Fees

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

## Community Development District General Fund Narrative

#### **Dissemination Fees**

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

## Trustee Fees

The District will pay annual trustee fees for the proposed bonds.

#### Management Fees

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

### Information Technology

Represents costs with Governmental Management Services – Central Florida, LLC 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 with Governmental Management Services – Central Florida, LLC 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 & Delivery

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

#### **Insurance**

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

## <u>Copies</u>

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

#### Legal Advertising

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

## Community Development District General Fund Narrative

### **Contingency**

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

## Office Supplies

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

## Travel Per Diem

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

## **Dues, Licenses & Subscriptions**

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

## **Operations & Maintenance:**

## **Field Expenditures**

## **Contingency**

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

# SECTION VI

#### **RESOLUTION 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE **AUTHORITY** TO **EXECUTE** A **PARTICIPATION** AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING **NOTICE OF** THE USE **OF PUBLICALLY** ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO **COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE** 2024-041 **AND IMPLIMENTING PROVIDING RESOLUTIONS**; **FOR** CONFLICTING **PROVISIONS: PROVIDING**  $\mathbf{A}$ SEVERABILITY **CLAUSE**: **AND PROVIDING** AN EFFECTIVE DATE.

WHEREAS, the Auburn Lakes Community Development District ("District") is a local unit of special purpose government<sup>1</sup> created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

**WHEREAS**, the District is a political subdivision of the State of Florida and a "governmental agency" as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 ("County Regulations"), designating the Publicly Accessible Website of URL <a href="http://polkcounty.column.us/search">http://polkcounty.column.us/search</a> ("Publicly Accessible Website") for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

<sup>&</sup>lt;sup>1</sup> Section 190.003(6), FS

**WHEREAS**, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

**WHEREAS**, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

**WHEREAS**, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

# NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AUBURN LAKES 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. AUTHORIZATION.** The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.
- **3. DELEGATION OF AUTHORITY.** The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.
- 4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.
- 5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.
- **6. CONFLICTING PROVISIONS.** All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.
- 7. **SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **8. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

## PASSED AND ADOPTED THIS 1ST DAY OF APRIL 2025.

# AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT

Chair/ Vice Chair Print Name:	
	Chair/ Vice Chair Print Name:

## **Composite Exhibit A**

## Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time	period	for this	Order,	unless	otherwise	extended	or	terminated	by	either	party,	is	as
follows:													

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

## Additional Terms:

- a. <u>Form of Notice</u>. County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.
- b. <u>Sovereign Immunity</u>. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

- c. <u>Notices.</u> Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.
- d. <u>Public Records.</u> The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

## Warranties and Disclaimer.

- a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.
- c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

## Ownership and Content Responsibility.

- a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.
- b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

## Responsibilities of the Parties.

- a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.
- b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

- c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.
- d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

## GOVERNMENTAL AGENCY NAME

TTEST:	By:GOVERNMENTAL AGENCY NAME/TITLE
CITY CLERK	Print Nameday of
Contractor	
Signature	
Print/Type Name	
Title	

# Form Participation Agreement for Publication of Legal Notices on County Designated Publicly Accessible Website

This Form Participation Agreement ("Participation Agreement") is made and entered into by
and between Polk County, a political subdivision of the State of Florida ("County"), and
,a local government existing under the laws of the State of Florida
("Local Government") (each a "Party," and collectively the "Parties").

#### **RECITALS**

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- **B.** Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

**Now,** therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Recitals.</u> The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. <u>Designation of Website.</u> County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

- 3. <u>Utilization of Website.</u> Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.
- 4. <u>Term.</u> The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.
- 5. <u>Compliance with Notice Requirements.</u> For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.
- 6. <u>County Actions are Ministerial.</u> Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

- 7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.
- 8. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.
- 9. <u>Indemnification</u>. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

#### 10. <u>Termination.</u>

- 10.1. <u>Termination without cause.</u> Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.
- 10.2. <u>Termination with cause.</u> If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.
- 10.3. <u>Automatic Termination.</u> If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 11. <u>Notices.</u> In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

#### **FOR COUNTY:**

County Manager
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:
County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01 Bartow,
Florida 33830

this Participation Agreement are contained herein.

FOR LOCAL GOVERNMENT:

Email address:

- 12. <u>Prior Agreements.</u> Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of
- 13. <u>Assignment.</u> Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.
- 14. <u>Interpretation</u>. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

- 15. <u>Third-Party Beneficiaries</u>. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.
- 16. <u>Law. Jurisdiction. Venue. Waiver of Jury Trial.</u> This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.
- 17. <u>Amendments.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.
- 18. <u>Representation of Authority</u>. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.
- 19. <u>Counterparts</u> and <u>Multiple Originals</u>. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

- Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 21. <u>Compliance with Laws.</u> Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

**IN WITNESS WHEREOF,** the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:	POLK COUNTY
Stacy M. Butterfield	
Clerk to the Board	a political subdivision of the State of Florida
By:	By:
Deputy Clerk	County Manager
	Date:

ATTEST:	Local Government.
Signature	Signature
Print Name	Print Name
Title	Title

# **SECTION VII**



### POLK COUNTY PROPERTY APPRAISER 2025 Data Sharing and Usage Agreement

Revised 01/2025 ADA Compliant

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the Auburn Lakes Community Development District hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with FS 282.3185 and FS 501.171 and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

- 1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
- 2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
- 4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
- 5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
- 6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in <u>FS 501.171</u>.
- 7. The **agency**, when defined as "local government" by <u>FS 282.3185</u>, is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

Signed by:

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

#### POLK COUNTY PROPERTY APPRAISER

		Agency:	Auburn Lakes Community Development District
Signature:	Neil Combee	Signature:	Jill Burns
Print:	Neil Combee	Print:	0CDADF4CFD22489 Jill Burns
Title:	Polk County Property Appraiser	Title:	District Manager
Date:	January 7, 2025	Date:	3/10/2025

# **SECTION VIII**

Title

### CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, March 18, 2025 by and between the Auburn Lakes Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- 1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Auburn Lakes Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025.** The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than**Monday, September 15, 2025. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:	Signed by:  Jill Burns  OCDADF4CFD22489	Neil Combee Polk County Property Appraiser By:
	0CDADF4CFD22489	0.101
Special District Repre	esentative	
Jill Burns		Neil Combee, Property Appraiser
Print name		
District Manager	3/18/2025	

Date

# SECTION IX

# SECTION C

# SECTION 1

### Auburn Lakes Community Development District

#### **Summary of Check Register**

October 01, 2024 through March 26, 2025

Bank	Date	Check No.'s	Amount		
General Fund					
	10/23/24	5-7	\$ 5,534.25		
	3/25/25	8-11	\$ 23,551.82		
			\$ 29,086.07		

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/27/25 PAGE 1
\*\*\* CHECK DATES 10/01/2024 - 03/26/2025 \*\*\* AUBURN LAKES - GENERAL FUND

*** CHECK DATES 10/0	1/2024 - 03/26/2025 ***	AUBURN LAKES - GENERAL FUND BANK A GENERAL FUND ABL			
CHECK VEND# DATE DA	.INVOICEEXPENSED TO TE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/23/24 00001 10/0	1/24 91719 202410 310-51300 SPECIAL DISTRICT FEE-FY2	5		175.00	
		DEPARTMENT OF ECONOMIC OPPORTUNIT	'Y 		175.00 000005
10/23/24 00004 9/1	0/24 25505 202410 310-51300 FY25 INSURANCE POLICY	-45000	*	5,000.00	
		EGIS INSURANCE & RISK ADVISORS, L	LC		5,000.00 000006
	0/24 00067044 202409 310-51300	-48000	*	359.25	
	NOT OF BOS MIG-9/24/24	GANNETT MEDIA CORP DBA			359.25 000007
3/96/96 99999 3/9	'5/25 VOTD 202503 000=00000.	-00000	C	0.0	
		*******INVALID VENDOR NUMBER****	* *		.00 000008
3/23/23 2222	202303 000 00000	00000	_	. 0 0	
		******INVALID VENDOR NUMBER***	* *		.00 000009
	3/24 1 202405 310-51300 MGMT FEES-PRO RT MAY23-3:		*	967.77	
5/2	3/24 1 202405 310-51300	-35100	*	43.56	
6/0	INF TECH-PRO RT MAY23-31 1/24 4 202406 310-51300 MANAGEMENT FEES-JUN24	-34000	*	3,333.33	
6/0	1/24 4 202406 310-51300		*	150.00	
7/0	INFORMATION TECH-JUN24 1/24 2 202407 310-51300 MANAGEMENT FEES-JUL24	-34000	*	3,333.33	
7/0	1/24 2 202407 310-51300	-35100	*	150.00	
7/0	INFORMATION TECH-JUL24 1/24 2 202407 310-51300 OFFICE SUPPLIES	-51000	*	.15	
7/0	1/24 2 202407 310-51300		*	1.76	
8/0	POSTAGE 1/24 3 202408 310-51300 MANAGEMENT FEES-AUG24		*	3,333.33	
8/0	1/24 3 202408 310-51300 INFORMATION TECH-AUG24	-35100	*	150.00	
8/0	1/24 3 202408 310-51300	-51000	*	2.50	
8/0	OFFICE SUPPLIES 1/24 3 202408 310-51300 POSTAGE	-42000	*	50.57	
	1/24 5 202409 310-51300 MANAGEMENT FEES-SEP24	-34000	*	3,333.33	

AUBL AUBURN LAKES C IARAUJO

\*\*\* CHECK DATES 10/01/2024 - 03/26/2025 \*\*\*

AUBURN LAKES - GENERAL FUND
BANK A GENERAL FUND ABL

						BANK	A GE	NERAL	FUND A	ABL			
CHECK DATE	VEND#	INVO	ICE INVOICE	···EXP	ENSED TO	O CT# SUB	SUB	CLASS	VENDO	R NAME	STATUS	AMOUNT	CHECK AMOUNT #
	9	0/01/24			310-51		.00				*	150.00	
	9	0/01/24		202409	310-51		000				*	.75	
	9	0/01/24		202409	S 310-51	300-420	000				*	24.24	
	10	)/01/24		202410	310-51		000				*	3,333.33	
	1.0	0/01/24	MANAGEM		S-OCT24 310-51		200				*	100.00	
		, - ,	WEBSITE	MANAGEI	MENT-OC'	T24							
	10	)/01/24	6 INFORMA		310-51		.00				*	150.00	
	10	0/01/24	6	202410	310-51		000				*	.06	
	10	0/01/24		202410	310-51	300-420	000				*	1.39	
	10	0/01/24		202410	310-51		000				*	1,666.66-	
	11	/01/24		202411	310-51	300-340	000				*	3,333.33	
	11	/01/24		202411	310-51	300-352	200				*	100.00	
	11	/01/24		202411	310-51	300-351	.00				*	150.00	
	11	/01/24	INFORMA 7		CH-NOV2 310-51		000				*	.03	
	1.1	/01/04	OFFICE			200 400					*	60	
		/01/24	POSTAGE		310-51						•	.69	
	11	/01/24	7 MANAGEM		310-51 CREDIT		000				*	1,666.66-	
	12	2/01/24		202412	310-51	300-340	000				*	3,333.33	
	12	2/01/24	8	202412	310-51	300-352	00				*	100.00	
	12	2/01/24		202412	310-51	300-351	.00				*	150.00	
	12	2/01/24		202412	CH-DEC2 310-51		000				*	34.60	
	12	2/01/24	POSTAGE 8		310-51	300-340	000				*	1,666.66-	
	1	/01/25	MANAGEM	ENT 50%		-DEC					*	3,333.33	
			MANAGEM	ENT FEE:	S-JAN25							•	
	1	/01/25	9 MANAGEM		310-51		000				*	1,666.66-	
	1	/01/25		202501	310-51	300-352	200				*	100.00	

AUBL AUBURN LAKES C IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREF *** CHECK DATES 10/01/2024 - 03/26/2025 *** AUBURN LAKES - GENERAL BANK A GENERAL FUND AB	I FUND	N 3/27/25	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	NAME STATUS	AMOUNT	CHECK AMOUNT #
1/01/25 9 202501 310-51300-35100 INFORMATION TECH-JAN25	*	150.00	
GOVERNMENTAL MANAGE	EMENT SERVICES-CF		22,728.07 000010
3/25/25 00006 9/08/24 10277 202408 310-51300-31500 ATTORNEY SVCS-AUG24	*	559.25	
11/18/24 10717 202410 310-51300-31500 ATTORNEY SVCS-AUG24	*	93.50	
11/18/24 10718 202503 300-20700-10100 VALIDATION-OCT24	*	171.00	
KILINSKI-VAN WYK, F	PLLC		823.75 000011
	TOTAL FOR BANK A	29,086.07	
	TOTAL FOR BANK A	29,000.07	
	TOTAL FOR REGISTER	29,086.07	

AUBL AUBURN LAKES C IARAUJO

# SECTION 2

Community Development District

**Unaudited Financial Reporting** 

February 28, 2025



### **Table of Contents**

1	Balance Sheet
2	General Fund
3	Month to Month

# **Community Development District Combined Balance Sheet**

February 28, 2025

	General Fund
Assets:	
Operating Account	\$ 9,196
Due from Developer	\$ 25,000
Total Assets	\$ 34,196
Liabilities: Accounts Payable	\$ 25,624
Total Liabilites	\$ 25,624
Fund Balance:	
Unassigned	\$ 8,573
Total Fund Balances	\$ 8,573
Total Liabilities & Fund Balance	\$ 34,196

#### **Community Development District**

#### **General Fund**

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

For The Period Ending February 28, 2025

	Adopted		Prora	ated Budget	Actual		
	Budget			ı 02/28/25	Thru 02/28/25		Variance
_							
Revenues:							
Developer Contributions	\$	224,678	\$	7,678	\$ 7,678	\$	-
Total Revenues	\$	224,678	\$	7,678	\$ 7,678	\$	-
Expenditures:							
General & Administrative:							
Supervisors Fees	\$	12,000	\$	5,000	\$ -	\$	5,000
FICA Expense	\$	918	\$	383	\$ -	\$	383
Engineering	\$	15,000	\$	6,250	\$ -	\$	6,250
Attorney	\$	25,000	\$	10,417	\$ 419	\$	9,998
Management Fees	\$	40,000	\$	16,667	\$ 8,333	\$	8,333
Information Technology	\$	1,800	\$	750	\$ 750	\$	-
Website Maintenance	\$	1,200	\$	500	\$ 500	\$	-
Telephone	\$	300	\$	125	\$ -	\$	125
Postage & Delivery	\$	1,000	\$	417	\$ 38	\$	379
Insurance	\$	5,000	\$	5,000	\$ 5,000	\$	-
Copies	\$	1,000	\$	417	\$ -	\$	417
Legal Advertising	\$	15,000	\$	6,250	\$ -	\$	6,250
Contingency	\$	5,000	\$	2,083	\$ 191	\$	1,892
Office Supplies	\$	625	\$	260	\$ 0	\$	260
Travel Per Diem	\$	660	\$	275	\$ -	\$	275
Dues, Licenses & Subscriptions	\$	175	\$	175	\$ 175	\$	-
Total General & Administrative:	\$	124,678	\$	54,968	\$ 15,406	\$	39,562
Operations and Maintenance							
Field Expenditures							
Contingency	\$	100,000	\$	-	\$ -	\$	-
Total Operations & Maintenance:	\$	100,000	\$	-	\$ -	\$	-
Total Expenditures	\$	224,678	\$	54,968	\$ 15,406	\$	39,562
Excess Revenues (Expenditures)	\$	-			\$ (7,728)		
Fund Balance - Beginning	\$	-			\$ 16,300		
Fund Balance - Ending	\$	-			\$ 8,573		

### Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:														
Developer Contributions	\$	- \$	- \$	- \$	- \$	7,678 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,678
Total Revenues	\$	- \$	- \$	- \$	- \$	7,678 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,678
Expenditures:														
General & Administrative:														
Supervisors Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
FICA Expense	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Engineering	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney	\$	94 \$	- \$	- \$	152 \$	174 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	419
Management Fees	\$	1,667 \$	1,667 \$	1,667 \$	1,667 \$	1,667 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,333
Information Technology	\$	150 \$	150 \$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	750
Website Maintenance	\$	100 \$	100 \$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	500
Telephone	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage & Delivery	\$	1 \$	1 \$	35 \$	- \$	1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	38
Insurance	\$	5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Copies	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Legal Advertising	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	38 \$	38 \$	38 \$	38 \$	39 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	191
Office Supplies	\$	0 \$	0 \$	- \$	- \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	0
Travel Per Diem	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$	7,225 \$	1,956 \$	1,989 \$	2,107 \$	2,130 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15,406
Operations and Maintenance														
Field Expenditures														
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Operations & Maintenance:	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Expenditures	\$	7,225 \$	1,956 \$	1,989 \$	2,107 \$	2,130 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15,406
Excess Revenues (Expenditures)	\$	(7,225) \$	(1,956) \$	(1,989) \$	(2,107) \$	5,548 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(7,728)
Excess Revenues (Expenditures)	<b>–</b>	(7, <u>223)</u> \$	(1,7 <del>30)</del> \$	(1,707)	(2,107)	-5,5 το φ	Ψ	Ψ	Ψ	Ψ	Ψ	Ψ		(7,720)

# Audit Committee Meeting



## SECTION A

### AUBURN LAKES COUNTY COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

#### **District Auditing Services for Fiscal Year 2025**

Polk County, Florida

#### **INSTRUCTIONS TO PROPOSERS**

- SECTION 1. DUE DATE. Sealed proposals must be received no later than Monday, April 28, 2025 at 5:00 p.m., at the offices of Governmental Management Services Central Florida, LLC, Attn: Jill Burns/Samantha Ham, District Manager, 219 East Livingston Street, Orlando, Florida 32801.
- **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 one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services Auburn Lakes 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 résumés 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 résumés 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 cost of the provision of the services under the proposal for Fiscal Year 2025, plus the cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal 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 (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal 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.

### AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

#### 1. Ability of Personnel.

(20 Points)

(E.g., geographic location 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 workload; 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 Proposer, 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.

5. Price. (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL (100 Points)

# SECTION B

### AUBURN LAKES COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Auburn Lakes 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, 2025, with an option for four (4) 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 the City of Auburndale, Polk County, Florida. The District currently has an operating budget of approximately \$224,678. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 1, 2026.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

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

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Jill Burns/Samantha Ham, District Manager/Staff, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "Auditing Services – Auburn Lakes Community Development District."

Proposals must be received by **5:00 PM** on **Monday, April 28, 2025**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager Governmental Management Services – Central Florida, LLC

Run Date: Monday, April 14, 2025