

***UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***Tuesday
November 1, 2016***

9:00 a.m.

At:

***Residence Inn
2101 Northpointe Parkway
Lutz, Florida***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Union Park East Community Development District

Development Planning and Financing Group
15310 Amberly Drive, Suite 175, Tampa, Florida 33647
Phone: 813-374-9105

Board of Supervisors
**Union Park East Community
Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Union Park East Community Development District is scheduled for **Tuesday, November 1, 2016 at 9:00 a.m. at the Residence Inn, 2101 Northpointe Parkway, Lutz, Florida, 33558.**

The advanced copy of the agenda for the meeting is attached along with associated documentation. Any additional support material will be forwarded to you under separate cover or distributed at the meeting.

The balance of the agenda is routine in nature. In the meantime if you have any questions, please contact me.

Sincerely,

Paul Cusmano
District Manager

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday November 1, 2016
Time: 9:00 a.m.
Location: Residence Inn
2101 Northpointe Parkway
Lutz, Florida 33558

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- A. Approval of Minutes of October 19, 2016 Meeting Exhibit 1

IV. Business Matters

- A. Consideration and Approval of Resolution 2017-21 Prompt Payment Policy & Procedure Exhibit 2
- B. Additional Matters

VI. Staff Reports

- A. District Manager
- B. Attorney
- C. District Engineer

VII. Supervisors Requests

VIII. Audience Questions and Comments on Other Items

IX. Adjournment

EXHIBIT 1

1 **MINUTES OF ORGANIZATIONAL MEETING**
2 **UNION PARK EAST**
3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Organizational Meeting of the Board of Supervisors of the Union Park East Community
5 Development District was held on Wednesday, October 19, 2016 at 9:00 a.m. at the Holiday Inn Express,
6 2125 Corporate Center, Trinity, Florida.

7 **FIRST ORDER OF BUSINESS - Roll Call**

8
9 Mr. Cusmano called the meeting to order.

10
11 Present and constituting a quorum were:

| | |
|----------------|---------------------------------------|
| 12 Mike Lawson | Board Supervisor, Chairman |
| 13 Doug Draper | Board Supervisor, Vice Chairman |
| 14 Lori Price | Board Supervisor, Assistant Secretary |

15 Also present were:

| | |
|------------------|--|
| 16 Paul Cusmano | District Manager |
| 17 John Vericker | District Counsel (<i>via phone</i>) |
| 18 Tonja Stewart | District Engineer (<i>via phone</i>) |

19
20 **SECOND ORDER OF BUSINESS – Audience Comments**

21
22 There being none, next item followed.

23
24 **THIRD ORDER OF BUSINESS – Oath of Office for Supervisors**

25
26 Mr. Cusmano read the Oath of Office to the Supervisors and the Supervisors signed the forms.

27
28 Mr. Cusmano also stated that the Supervisors were entitled to \$200 compensation and all accepted.

29
30 **FOURTH ORDER OF BUSINESS – Review of Chapter 190, Florida Statutes**

31
32 Mr. Vericker stated that since the Supervisors served on other Boards and were familiar with
33 Chapter 190, were there any comments or questions.
34

35
36 **FIFTH ORDER OF BUSINESS – Review and Guide to Sunshine Amendment and Code of Ethics**
37 **For Public Officers and Employees**

38
39 Mr. Vericker stated once again that since the Supervisors were familiar with the Sunshine Law
40 and Code of Ethics, were there any comments or questions.
41

42
43 **SIXTH ORDER OF BUSINESS – Administrative Matters**

44
45 **A. Resolution 2017-01 – Designating Officers: Chairman, Vice Chairman, Treasurer,**
46 **Assistant Treasurer and Assistant Secretary**
47

48 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted
49 Resolution **2017-01** Designating Officers: Mike Lawson as Chairman, Doug Draper as Vice Chairman,
50 Paul Cusmano as Secretary, Patricia Comings-Thibault as Treasurer, Maik Aagaard as Assistant
51 Treasurer, Carolyn Stewart as Assistant Secretary, Lori Price as Assistant Secretary, Ted Sanders as
52 Assistant Secretary and Sean O'Connor as Assistant Secretary for the Union Park East Community
53 Development District.

54
55 **B. Resolution 2017-02 Appoint District Manager**

56
57 **1. District Management Agreement**
58

59 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
60 Resolution **2017-02** Appoint District Manager and appointed Development, Planning & Financing Group
61 (DPFG) for the Union Park East Community Development District.

62
63 **C. Resolution 2017-03 – Appoint Secretary**
64

65 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
66 Adopted Resolution **2017-03** Appoint Secretary and appointed Paul Cusmano as Secretary for the Union
67 Park East Community Development District.

68
69 **D. Resolution 2017-04 – Appoint District Counsel**
70

71 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
72 Resolution **2017-04** Appoint District Counsel and appointed Straley & Robin as District Counsel for the
73 Union Park East Community Development District.

74
75 **E. Resolution 2017-05 – Designate Registered Agent and Registered Office**
76

77 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
78 Adopted Resolution **2017-05** Appoint Registered Agent and Registered Office and designated Mark
79 Straley as Registered Agent and Straley & Robin as Registered Office for the Union Park East
80 Community Development District.

81
82 **F. Resolution 2017-06 – Designate Local District Records Office**
83

84 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
85 Resolution **2017-06** Designate Local District Records Office and designated the Pasco County Clerk's
86 Office in New Port Richey, Florida for the Union Park East Community Development District.

87
88 **G. Resolution 2017-07 – Designate Public Comment Period**
89

90 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
91 Adopted Resolution **2017-07** Designate Public Comment Period for the Union Park East Community
92 Development District.

93
94
95
96

97 **H. Consideration of Establishment of Audit Committee – By Motion**
98

99 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board agreed to
100 the Establishment of an Audit Committee and appointed the sitting Board as members for the Union Park
101 East Community Development District.

102
103 **SEVENTH ORDER OF BUSINESS – Organization Matters**
104

105 **A. Resolution 2017-08 – Consideration of Travel Reimbursement Policy**
106

107 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
108 Adopted Resolution **2017-08** Travel Reimbursement Policy for the Union Park East Community
109 Development District.

110
111 **B. Resolution 2017-09 Consideration of Resolution Setting Forth District Policy**
112 **For Legal Defense of Board Members and Officers**
113

114 **1. Authorization to Obtain Public Officers Liability Insurance – By Motion**
115

116 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
117 Resolution **2017-09** Setting Forth District Policy for Legal Defense of Board Members and Officers, and
118 the Authorization to Obtain Public Officers Liability Insurance for the Union Park East Community
119 Development District.

120
121 **C. Resolution 2017-10 – Authorizing Filing of Notice of Establishment**
122

123 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
124 Adopted Resolution **2017-10** Authorizing Filing of Notice of Establishment for the Union Park East
125 Community Development District.

126
127 **D. Resolution 2017-11 – Adopt Records Retention Schedule**
128

129 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
130 Resolution **2017-11** Adopt Records Retention Schedule for the Union Park East Community
131 Development District.

132
133 **E. Consideration of Retention of Engineer – By Motion**
134

135 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted
136 Stantec-Tonja Stewart as Interim Engineer for the Union Park East Community Development District.

137
138 **F. Authorize RFQ for District Engineer – By Motion**
139

140 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board
141 authorized RFQ for District Engineer for the Union Park East Community Development District.
142
143
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145

146 **EIGHTH ORDER OF BUSINESS – Meetings and Hearing Dates Matters**
147

148 **A. Resolution 2017-12 Designate Regular Meeting Dates, Time and Location for FY**
149 **2016-2017**
150

151 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
152 Adopted Resolution **2017-12** Designate Regular Meeting Dates, Time and Location for FY 2016-2017 for
153 the Union Park East Community Development District.

154
155 **B. Resolution 2017-13 Consideration of Proposed Budget for FY 2016-2017 for**
156 **Submission to County and City, and Set Date, Time, and Place for Public Hearing**
157

158 **1. Proposed Budget**
159

160 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
161 Resolution **2017-13** Proposed Budget for FY 2016-2017 for Submission to County and City and Set Date,
162 Time and Place for Public Hearing for November 1, 2016 at 9:00 a.m. at the Residence Inn, 2101
163 Northpointe Parkway, Lutz, Florida for the Union Park East Community Development District.

164
165 **2. Consideration of FY 2016/2017 Budget Funding Agreement**
166

167 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved
168 the FY 2016-2017 Budget Funding Agreement for the Union Park East Community Development
169 District.

170
171 **C. Resolution 2017-14 Set Date, Time and Place and Authorize Publication of Notice**
172 **Of Public Hearing on Rules of Procedure**
173

174 **1. Discussion Regarding Draft Rules and Notices**
175

- 176 • **Notice of Rulemaking**
- 177 • **Notice of Rule Development**
- 178 • **Rules of Procedure**
179

180 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
181 Adopted Resolution **2017-14** Set Date, Time and Place and Authorize Publication of Notice of Public
182 Hearing on Rules of Procedure to be held on November 1, 2016 at 9:00 a.m. at the Residence Inn, 2101
183 Northpointe Parkway, Lutz, Florida for the Union Park East Community Development District.

184
185 **D. Resolution 2017-15 Set Date, Time and Location and Authorize Publication of**
186 **Notice of Public Hearing on Uniform Method of Collecting**
187

188 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
189 Resolution **2017-15** Set Date, Time and Location and Authorize Publication of Notice of Public Hearing
190 on Uniform Method of Collecting for November 1, 2016 at 9:00 a.m. at the Residence Inn, 2101
191 Northpointe Parkway, Lutz, Florida for the Union Park East Community Development District.

192
193
194

195 **E. Resolution 2017-16 Set Date, Time and Location and Authorize Publication of**
196 **Notice of Landowners Meeting**
197

198 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
199 Adopted Resolution **2017-16** Set Date, Time and Location and Authorize Publication of Notice of
200 Landowners Meeting for November 1, 2016 at 9:00 a.m. at the Residence Inn, 2101 Northpointe
201 Parkway, Lutz, Florida for the Union Park East Community Development District.

202
203 **NINTH ORDER OF BUSINESS – Banking Matters**
204

205 **A. Resolution 2017-17 Select District Depository**
206

207 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
208 Resolution **2017-17** Select District Depository as Bank United for the Union Park East Community
209 Development District.

210
211 **B. Resolution 2017-18 Authorize Bank Account Signatories**
212

213 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
214 Adopted Resolution **2017-18** Authorize Bank Account Signatories to be the Secretary, the Treasurer and
215 the Assistant Treasurer for the Union Park East Community Development District.

216
217 **C. Resolution 2017-19 Approve Disbursement of Expenses**
218

219 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
220 Resolution **2017-19** Approve Disbursement of Expenses for the Union Park East Community
221 Development District.

222
223 **D. Consideration of Funding Request**
224

225 This item was tabled.
226

227 **TENTH ORDER OF BUSINESS – Bond Matters**
228

229 **A. Appointment of Financing Team – By Motion**
230

231 **1. Appointment of Bond Counsel**
232

- 233 • **Approval of Bond Counsel Agreement**
234

235 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board
236 appointed Nabors, Giblin & Nickerson as Bond Counsel and approved the Bond Counsel Agreement for
237 the Union Park East Community Development District.

238
239 **2. Appointment of Investment Banker (Under Separate Cover)**
240

- 241 • **Approval of Underwriting Agreement**
242

243 This item was tabled.

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3. Appointment of Trustee

This item was tabled.

4. DPFG Bond and Assessment Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted the DPFG Bond and Assessment Agreement for the Union Park East Community Development District.

B. Resolution 2017-20 Authorizing the Issuance of Bonds, Approving the Form of Indenture and Authorizing Commencement of Validation Proceedings

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution 2017-20 Authorizing the Issuance of Bonds, Approving the Form of Indenture and Authorizing Commencement of Validation Proceedings for the Union Park East Community Development District.

ELEVENTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

There being none, next item followed.

B. Interim Engineer

There being none, next item followed.

C. District Manager

There being none, next item followed.

TWELTH ORDER OF BUSINESS – Supervisor Requests and Audience Comments

There being none, next item followed.

THIRTEENTH ORDER OF BUSINESS – Adjournment

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Union Park East Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

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Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name
Title: Secretary Assistant Secretary

Printed Name
Title: Chairman Vice Chairman

EXHIBIT 2

MEMORANDUM

To: Board of Supervisors
Union Park East CDD

From: Paul Cusmano

Date: November 1, 2016

Re: Prompt Payment Policies and Procedures

The purpose of this memorandum is to outline the Union Park East Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

RESOLUTION 2017-03

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

WHEREAS, the Union Park East Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco 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 (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 1st DAY OF NOVEMBER, 2016.

ATTEST:

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

November 1, 2016

Union Park East Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Union Park East Community Development District (“District”) 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 in process. 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 1-813-374-9104, email: paul.cusmano@dpfg.com)

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 Contractor.

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**
Development Planning and Financing Group
c/o Paul Cusmano
15310 Amberly Drive, Suite 175
Tampa, Florida 33647
2. **Email Address**
Paul.cusmano@dpfg.com

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:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. 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 Contractor 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 Contractor shall identify the Agent to which the Contractor 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. Contractor'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:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

c. If a Contractor 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 Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, 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. 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.
4. 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).
5. 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.
6. 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. (§ 218.74 (4), 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, or the rate specified by agreement, whichever is greater. The Contractor 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. (§ 218.735 (8)(i), 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.).



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