# GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT

### **AGENDA PACKAGE**

Tuesday, May 2, 2023

# **Remote Participation:**

Call in (audio only) (646) 838-1601, 254223677#



313 CAMPUS STREET CELEBRATION, FLORIDA 34747 (407) 566-1935

# **Golden Lakes Community Development District**

#### **Board of Supervisors**

Paul Weaver, Chairman Lithea Beck, Assistant Secretary Sam Morrone, Assistant Secretary Matt McDonald, Assistant Secretary Shaun York, Assistant Secretary

#### Staff

Gabriel Mena, District Manager Scott D. Clark, District Counsel Steven Shealey, District Engineer JoAnna Likar, Property Manager Ryan Roberts, General Manager Tony Cianci, VP of Operations

# Workshop Agenda Revised \*

Tuesday, May 2, 2023 – 5:30 p.m.

- 1. Call to Order and Roll Call
- 2. Discussion Items
  - A. Management Services Agreement
  - B. Securitas Access Control Representative\*
  - C. Neighborhood Membership of Club\*
  - D. Proposed Budget for Fiscal Year 2024
- 3. Open Supervisor Discussion
- 4. Audience Comments
- 5. Adjournment

Next scheduled meeting: June 6, 2023, at 5:30 p.m.

# Section 2A Management Services Agreement

#### AGREEMENT

This Agreement made and entered as of August 15, 1994 between Gary L. Moyer, P.A., ("Moyer") and the Golden Lakes Community Development District (the "District").

In connection with the operation and maintenance of the District's facilities and related planning and administrative duties in connection therewith the District seeks to retain a manager to perform certain services.

NOW, THEREFORE, in consideration of these premises and the mutual covenants set forth herein together with other good and valuable consideration, it is agreed as follows:

- 1. **Duties.** Moyer agrees to serve on an independent contractor basis as the District Manager and to perform all duties and responsibilities assigned to him by the District, including but not limited to the following:
  - a. preparation and administration of the District's budget;
  - b. preparation for and attendance at the meetings of the Board of Supervisors of the District (the "Board");
  - c. representation and negotiation on behalf of the District at meetings with District's landowners and/or with other governmental entities, when and as specifically authorized to do so by the Board;
  - d. implementation of the policies established by the Board in connection with the operations of the District;
  - e. the hiring and supervision of the personnel employed by the District as such personnel may be specifically authorized in the District's annual budget; and
  - f. such additional services as are pertinent to the above mentioned duties, which may be requested by the District, including but not limited to accounting services and recording secretary.
- 2. Compensation. Commencing August 15, 1994 the District agrees to pay Moyer compensation of \$20,000 per annum, which amount shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board, and out of pocket expenses to include but not limited to travel, postage, telephone, copies, courier services and computer services. In addition, Moyer shall provide for secretarial services at a fee of \$8,000 per year and accounting services at a fee of \$4,000 per year; each payable in equal monthly installments at the beginning of each month. For work related to establishment of special assessments and issuance of District

notes, bonds or other financing to construct assessable improvements, Moyer shall be paid a fee of \$10,000 payable upon closing of the notes, bonds or other financing.

- 4. **Term.** Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on August 15, 1994. The Agreement may be terminated as follows:
  - a. upon notice by the District for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by Moyer, unless Paragraph "C" of this section applies.
  - b. upon the death or the physical or mental incapacity of Moyer, or the dissolution or court-declared invalidity of the District; or
  - c. by either party, for any reason, upon 60 days written notice provided, however, should this Agreement be terminated, Moyer will take all reasonable and necessary actions to transfer all the books and records of the District in his possession in an orderly fashion to the District or its designee.
- 4. **Time Commitment.** Moyer shall devote such time as is necessary to complete the duties and responsibilities assigned to him hereunder; provided, however, this Agreement does not prohibit Moyer's performing services for any other special purpose taxing district so long as such services of Moyer for such other district does not impair the performance of his duties and responsibilities hereunder.
- 5. **Notices**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to his residence in the case of Moyer, or to its principal office in the case of the District.
- 6. Waiver of Breach. The waiver by the District of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Moyer.

#### 7. General.

- a. Any amendment to this Agreement shall be in writing and executed by all parties.
- b. The rights and obligations of the District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Agreement by Moyer.

Community

- c. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.
- d. The titles or captions of the provisions of this Agreement are merely descriptive and are not representations of matters included or excluded from such provisions.
- e. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition of enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- g. This Agreement contains the entire Agreement between the parties and no understanding exists between the parties other than as expressed herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 15th day of August, 1994.

Attest:

Chairman

Dale &

Golden/

Attest:

Secretary

Gary L. Moyer, P. A.

Development/District

# Section 2D Proposed Budget for FY 2024

# Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2024 Proposed Budget

			ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL	
	ACTUAL	ACTUAL	BUDGET	THRU	FEB-	PROJECTED	BUDGET FY 2024	
ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023	JAN-2023	SEP-2023	FY 2023		
REVENUES								
Interest - Investments	\$ 3,456	\$ 4,104	\$ 1,200	\$ 7,401	\$ 14,802	\$ 22,203	\$ 18,967	
Hurricane Irma FEMA Refund	-	881	-	83	-	83	-	
Interest - Tax Collector	77	-	-	-	-	-	-	
Special Assmnts- Tax Collector	823,962	826,850	865,120	805,156	59,964	865,120	948,361	
Special Assmnts- Other	64,105	64,330	64,105	59,662	4,443	64,105	64,105	
Special Assmnts- Discounts	(32,372)	(35,603)	(37,169)	(34,324)	(2,845)	(37,169)	(40,499)	
TOTAL REVENUES	859,228	860,562	893,256	837,978	76,364	914,342	990,934	
EXPENDITURES								
Administrative								
P/R-Board of Supervisors	5,000	6,400	8,000	1,600	6,400	8,000	12,000	
FICA Taxes	383	490	612	122	490	612	918	
ProfServ-Engineering	83,985	75,044	60,000	10,259	69,256	79,515	80,000	
ProfServ-Legal Services	41,621	31,655	42,120	6,285	30,353	36,638	35,000	
ProfServ-Mgmt Consulting	40,000	41,200	41,200	13,733	27,467	41,200	42,436	
ProfServ-Property Appraiser	12,219	12,631	9,292	-	9,292	9,292	10,125	
ProfServ-Special Assessment	11,705	11,705	11,705	11,705	-	11,705	11,705	
ProfServ-Web Site Development	1,707	1,786	3,500	778	2,722	3,500	3,500	
Auditing Services	9,250	20,000	6,750	-	6,750	6,750	6,750	
Postage and Freight	1,169	712	2,000	172	769	941	2,000	
Insurance - General Liability	9,517	-	11,673	8,180	3,493	11,673	11,673	
Printing and Binding	1,318	772	1,500	-	1,500	1,500	1,500	
Legal Advertising	2,365	3,788	4,000	623	3,377	4,000	4,000	
Miscellaneous Services	-	456	300	-	300	300	300	
Misc-Assessmnt Collection Cost	15,010	15,375	18,584	16,610	1,974	18,584	20,249	
Office Supplies	435	-	500	-	500	500	500	
Annual District Filing Fee	175	175	175	175		175	175	
Total Administrative	235,859	222,189	221,911	70,242	164,642	234,884	242,831	

# Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2024 Proposed Budget

			ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	ACTUAL	ACTUAL	BUDGET	THRU	FEB-	PROJECTED	BUDGET
ACCOUNT DESCRIPTION	FY 2021	FY 2022	FY 2023	JAN-2023	SEP-2023	FY 2023	FY 2024
Field							
ProfServ-Field Management	22,336	22,200	22,866	7,400	15,466	22,866	22,200
Contracts-Security Services	153,666	173,802	207,400	68,165	136,330	204,495	238,510
Contracts-Landscape	92,064	87,059	98,072	32,691	65,381	98,072	98,072
Security-Roving Parking Patrol	1,244	2,077	10,250	294	588	882	10,250
Communication - Teleph - Field	3,393	2,938	3,600	1,161	2,322	3,483	3,600
Utility - Access Gate	4,142	14,756	10,000	8,652	17,304	25,956	20,000
Electricity - General	25,788	31,707	30,000	11,795	23,590	35,385	35,000
Electricity - Streetlighting	18,285	18,036	25,000	6,516	13,032	19,548	20,000
Utility - Irrigation	633	1,862	800	300	600	900	800
R&M-Renewal and Replacement	7,315	-	6,000	-	6,000	6,000	6,000
R&M-Common Area	2,350	3,516	5,000	1,060	2,120	3,180	5,000
R&M-Gate	3,410	22,723	3,500	15,345	1,500	16,845	3,500
R&M-Irrigation	7,330	25,839	10,000	1,724	3,448	5,172	10,000
R&M-Ponds	5,018	99,498	4,188	2,839	2,872	5,711	4,308
R&M-Roads & Alleyways	80,800	42,822	40,000	8,425	31,575	40,000	40,000
R&M-Stormwater System	4,230	-	4,500	18,397	-	18,397	4,500
R&M-Streetlights	28,694	10,588	15,000	3,257	6,514	9,771	15,000
R&M-Trees and Trimming	7,275	7,200	10,000	34,260	-	34,260	10,000
R&M-Emergency & Disaster Relief	-	-	-	5,010	-	5,010	-
R&M-Security Cameras	-	937	1,000	-	1,000	1,000	1,000
Legal Advertising	-	683	-	-	-	-	-
Misc-Contingency	100	19,812	68,562	-	5,000	5,000	60,000
Bottled Water Delivery	549	743	550	241	482	723	750
Op Supplies - Gatehouse	1,227	-	313	-	313	313	313
Total Field	469,849	588,798	576,601	227,532	335,437	562,969	608,803

# Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU JAN-2023	PROJECTED FEB- SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Reserves							
Reserve - Drainage	80,718	-	-	-	-	-	-
Pavement Loan (P&I)	-	-	102,763	-	102,763	-	104,757
Interest Expense	-	-	38,810		38,810		34,544
Reserve - Roads/Sidewalks	574,807	35,785	-	-	-	-	-
Total Reserves	655,525	35,785	141,573	-	141,573		139,301
TOTAL EXPENDITURES & RESERVES	1,361,233	846,772	940,085	297,774	641,652	797,853	990,934
Excess (deficiency) of revenues							
Over (under) expenditures	(502,005)	13,790	(46,829)	540,204	(565,288)	116,489	0
OTHER FINANCING SOURCES (USES)							
Operating Transfers-Out	-	(105,000)	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	(105,000)	-	-	-	-	-
Net change in fund balance	(502,005)	(91,210)	(46,829)	540,204	(565,288)	116,489	0
FUND BALANCE, BEGINNING	1,503,820	1,001,818	910,608	910,608	-	910,608	1,027,097
FUND BALANCE, ENDING	\$ 1,001,815	\$ 910,608	\$ 863,781	\$ 1,450,814	\$ (565,288)	\$ 1,027,097	\$ 1,027,097

# **Assessment Summary**

		General Fund 001					General Fund 002				Paving Assessment					Series	Total Assessments per Unit						
		Г	FY 2024		FY 2023	Percent	П	FY 2024	FY 2023	Percent	F	Y 2024	FY 2023	Percent	П	Y 2024	FY 2023	Percent	Г	FY 2024		FY 2023	Percent
Phase	Village					Change	L			Change	ш			Change	_			Change	ш				Change
1A	Cascades/	\$	855.37	\$	780.29	10%	\$	109.78	\$ 109.78	0%	\$	62.34	62.34	0%	\$	440.22	\$ 440.22	0%	\$	1,467.70	\$	1,392.63	5%
	Island Lake	\$	933.13	\$	851.22	10%	\$	109.78	\$ 109.78	0%	\$	62.34	62.34	0%	\$	440.22	\$ 440.22	0%	\$	1,545.46	\$	1,463.56	6%
1B	Clearpointe	\$	855.37	\$	780.29	10%	\$	109.78	\$ 109.78	0%	\$	62.62	62.62	0%	\$	440.22	\$ 440.22	0%	\$	1,467.98	\$	1,392.91	5%
2A	Osprey Landing	\$	1,555.21	\$	1,418.71	10%	\$	109.78	\$ 109.78	0%	\$	126.41	126.41	0%	\$	440.22	\$ 440.22	0%	\$	2,231.62	\$	2,095.12	7%
2B	Reflections	\$	2,021.78	\$	1,844.32	10%	\$	109.78	\$ 109.78	0%	\$	144.26	144.26	0%	\$	440.22	\$ 440.22	0%	\$	2,716.03	\$	2,538.57	7%
2BN	Eaglebrooke North	\$	2,395.03	\$	2,184.81	10%	\$	109.78	\$ 109.78	0%	\$	158.01	158.01	0%	\$	440.22	\$ 440.22	0%	\$	3,103.04	\$	2,892.82	7%
2C	Osprey Landing West	\$	1,718.51	\$	1,567.67	10%	\$	109.78	\$ 109.78	0%	\$	124.80	124.80	0%	\$	440.22	\$ 440.22	0%	\$	2,393.31	\$	2,242.47	7%
3	Viewpointe	\$	855.37	\$	780.29	10%	\$	109.78	\$ 109.78	0%	\$	60.60	60.60	0%	\$	440.22	\$ 440.22	0%	\$	1,465.97	\$	1,390.89	5%
5A	Eaglebrooke	\$	855.37	\$	780.29	10%	\$	109.78	\$ 109.78	0%	\$	56.76	56.76	0%	\$	440.22	\$ 440.22	0%	\$	1,462.13	\$	1,387.05	5%
٧	Villages	\$	839.82	\$	766.10	10%	\$	109.78	\$ 109.78	0%	\$	42.85	42.85	0%	\$	440.22	\$ 440.22	0%	\$	1,432.67	\$	1,358.95	5%
VH	Vista Hills	\$	1,944.02	\$	1,773.38	10%	\$	109.78	\$ 109.78	0%	\$	134.09	134.09	0%	\$	440.22	\$ 440.22	0%	\$	2,628.11	\$	2,457.48	7%
VH2	Vista Hills II	\$	2,177.30	\$	1,986.19	10%	\$	109.78	\$ 109.78	0%	\$	134.09	134.09	0%	\$	440.22	\$ 440.22	0%	\$	2,861.39	\$	2,670.28	7%
ww	Whisper Woods	\$	2,021.78	\$	1,844.32	10%	\$	109.78	\$ 109.78	0%	\$	123.93	123.93	0%	\$	440.22	\$ 440.22	0%	\$	2,695.71	\$	2,518.25	7%
G	Grandview	\$	940.90	\$	858.32	10%	\$	109.78	\$ 109.78	0%	\$	60.48	60.48	0%	\$	440.22	\$ 440.22	0%	\$	1,551.38	\$	1,468.80	6%
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